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No. 3] NEW DELHI, JANUARY 14—JANUARY 20, 2007, SATURDAY/PAUSA 24—PAUSA 30, 1928

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय
(कार्मिक और प्रशिक्षण विभाग)
नई दिल्ली, 9 जनवरी, 2007

MINISTRY OF PERSONNEL, PUBLIC
GRIEVANCES AND PENSIONS
(Department of Personnel and Training)
New Delhi, the 9th January, 2007

का.आ. 139.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, पश्चिम बंगाल राज्य सरकार के गृह विभाग की अधिसूचना सं. 1419/1(4)-पी.एस. दिनांक 20-12-2006 द्वारा प्राप्त सहमति से सिंगूर, जिला हुगली में तपासी मलिक की अनैसर्गिक मौत के संबंध में भारतीय दंड संहिता की धारा 302/201 के अधीन पुलिस स्टेशन सिंगूर, जिला हुगली के अपराध सं. 156/2006 दिनांक 18-12-2006 और उपर्युक्त अपराधों से संबंधित अथवा संसक्त प्रयत्नों, दुष्प्रेरणों और षड्यंत्रों तथा उसी संव्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण पश्चिम बंगाल राज्य पर करती है।

S.O. 139.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of State Government of West Bengal, Home Department vide Notification No. 1419/1 (4)-P.S. dated 20-12-2006 hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of West Bengal for investigation in Crime No. 156/2006 dated 18-12-2006 under Sections 302/201 IPC of P.S. Singur, Distt. Hooghly, regarding the unnatural death of Tapasi Malik at Singur, Distt. Hooghly, and abetments, attempts and conspiracies in relation to or in connection with the said offences and any other offence committed in the course of the same transaction or arising out of the same facts.

[फा. सं. 228/65/2006-ए वी डी-II]
चंद्र प्रकाश, अवर सचिव

[F.No. 228/65/2006-AVD-II]
CHANDRA PRAKASH, Under Secy.

नई दिल्ली, 10 जनवरी, 2007

का.आ. 140.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उत्तर प्रदेश राज्य सरकार के गृह विभाग की अधिसूचना सं. 80पी/6-पी-3-2007-15(78)पी/2006 दिनांक 09-01-2007 द्वारा प्राप्त सहमति से निवारी गांव, जिला गौतमबुद्ध नगर (उ.प्र.) तथा अन्य आसपास के क्षेत्रों की महिलाओं, बच्चों और अन्यो के अपहरण और हत्या से संबंधित निम्नलिखित अपराध मामलों और उक्त क्षेत्रों में किसी अन्य व्यक्ति के अपहरण और हत्या से संबंधित किसी अन्य ऐसे तथा इसी प्रकार के मामलों:—

- (1) अपराध सं. 838/06 अंतर्गत धारा 366/302/201/376/120-बी भा.दंड संहिता पुलिस स्टेशन सैक्टर-20, नोएडा, जिला गौतमबुद्ध नगर।
- (2) अपराध सं. 1025/06 अंतर्गत धारा 364/376/302/201/120-बी भा.दंड संहिता पुलिस स्टेशन सैक्टर-20, नोएडा, जिला गौतमबुद्ध नगर।
- (3) अपराध सं. 1026/06 अंतर्गत धारा 364/376/302/201/120-बी भा.दंड संहिता पुलिस स्टेशन सैक्टर-20, नोएडा, जिला गौतमबुद्ध नगर।
- (4) अपराध सं. 1027/06 अंतर्गत धारा 364/302/201/120-बी भा.दंड संहिता पुलिस स्टेशन सैक्टर-20, नोएडा, जिला गौतमबुद्ध नगर।
- (5) अपराध सं. 1028/06 अंतर्गत धारा 364/376/302/201/120-बी भा.दंड संहिता पुलिस स्टेशन सैक्टर-20, नोएडा, जिला गौतमबुद्ध नगर।
- (6) अपराध सं. 1029/06 अंतर्गत धारा 364/376/302/201/120-बी भा.दंड संहिता पुलिस स्टेशन सैक्टर-20, नोएडा, जिला गौतमबुद्ध नगर।
- (7) अपराध सं. 1021/06 अंतर्गत धारा 364/376/302/201/120-बी भा.दंड संहिता पुलिस स्टेशन सैक्टर-20, नोएडा, जिला गौतमबुद्ध नगर।
- (8) अपराध सं. 1022/06 अंतर्गत धारा 364/376/302/201/120-बी भा.दंड संहिता पुलिस स्टेशन सैक्टर-20, नोएडा, जिला गौतमबुद्ध नगर।
- (9) अपराध सं. 1023/06 अंतर्गत धारा 364/376/302/201/120-बी भा.दंड संहिता पुलिस स्टेशन सैक्टर-20, नोएडा, जिला गौतमबुद्ध नगर।
- (10) अपराध सं. 1024/06 अंतर्गत धारा 364/376/302/201/120-बी भा.दंड संहिता पुलिस स्टेशन सैक्टर-20, नोएडा, जिला गौतमबुद्ध नगर।
- (11) अपराध सं. 66/05 अंतर्गत धारा 364/376/302/201/120-बी भा.दंड संहिता पुलिस स्टेशन सैक्टर-24, नोएडा, जिला गौतमबुद्ध नगर।

- (12) अपराध सं. 1030/06 अंतर्गत धारा 364/377/302/201/120-बी भा.दंड संहिता पुलिस स्टेशन सैक्टर-20, नोएडा, जिला गौतमबुद्ध नगर।
- (13) अपराध सं. 1031/06 अंतर्गत धारा 364/376/302/201/120-बी भा.दंड संहिता पुलिस स्टेशन सैक्टर-20, नोएडा, जिला गौतमबुद्ध नगर।
- (14) अपराध सं. 1032/06 अंतर्गत धारा 364/376/302/201/120-बी भा.दंड संहिता पुलिस स्टेशन सैक्टर-20, नोएडा, जिला गौतमबुद्ध नगर।
- (15) अपराध सं. 318/06 अंतर्गत धारा 364/376/302/201/120-बी भा.दंड संहिता पुलिस स्टेशन सैक्टर-20, नोएडा, जिला गौतमबुद्ध नगर।
- (16) अपराध सं. 448/05 अंतर्गत धारा 364/376/302/201/120-बी भा.दंड संहिता पुलिस स्टेशन सैक्टर-20, नोएडा, जिला गौतमबुद्ध नगर।
- (17) अपराध सं. 03/07 अंतर्गत धारा 302/376/201 भा.दंड संहिता पुलिस स्टेशन सैक्टर-20, नोएडा, जिला गौतमबुद्ध नगर।
- (18) अपराध सं. शून्य/06 अंतर्गत धारा 364/302/201/120-बी भा.दंड संहिता पुलिस स्टेशन सैक्टर-20, नोएडा, जिला गौतमबुद्ध नगर।
- (19) अपराध सं. 03/07 अंतर्गत धारा 363/302/201 भा.दंड संहिता और अनुसूचित जाति/अनुसूचित जनजाति अधिनियम पुलिस स्टेशन सैक्टर-20, नोएडा, जिला गौतमबुद्ध नगर।

और उपर्युक्त अपराधों से संबंधित अथवा संसक्त प्रयत्नों, दुष्करियों और षड्यंत्रों तथा उसी संव्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध अथवा अपराधों का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण उत्तर प्रदेश राज्य पर करती है।

[सं. 228/1/2007-ए वी डी-II]

चंद्र प्रकाश, अवर सचिव

New Delhi, the 10th January, 2007

S.O. 140.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Uttar Pradesh, Home Department *vide* their Notification No. 80P/6-P-3-2007-15(78)P/2006 dated 09-01-2007 hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Uttar Pradesh for investigation of case crime Nos. mentioned below pertaining to the kidnappings and murders of women, children and others of Nithari Village in District Gautam Budh Nagar (UP) and other adjoining areas and any other such and similar cases

relating to kidnappings and murders of any other person in the above areas:—

- (i) Crime No.838/06 u/s 366/302/201/376/120-B IPC, PS, Sector-20, Noida, District Gautambudh Nagar.
- (ii) Crime No.1025/06 u/s 364/376/302/201/120-B IPC, PS, Sector-20, Noida, District Gautambudh Nagar.
- (iii) Crime No.1026/06 u/s 364/376/302/201/120-B IPC, PS, Sector-20, Noida, District Gautambudh Nagar.
- (iv) Crime No.1027/06 u/s 364/302/201/120-B IPC, PS, Sector-20, Noida, District Gautambudh Nagar.
- (v) Crime No.1028/06 u/s 364/376/302/201/120-B IPC, PS, Sector-20, Noida, District Gautambudh Nagar.
- (vi) Crime No.1029/06 u/s 364/376/302/201/120-B IPC, PS, Sector-20, Noida, District Gautambudh Nagar.
- (vii) Crime No.1021/06 u/s 364/376/302/201/120-B IPC, PS, Sector-20, Noida, District Gautambudh Nagar.
- (viii) Crime No.1022/06 u/s 364/376/302/201/120-B IPC, PS, Sector-20, Noida, District Gautambudh Nagar.
- (ix) Crime No.1023/06 u/s 364/376/302/201/120-B IPC, PS, Sector-20, Noida, District Gautambudh Nagar.
- (x) Crime No.1024/06 u/s 364/376/302/201/120-B IPC, PS, Sector-20, Noida, District Gautambudh Nagar.
- (xi) Crime No.66/05 u/s 364/376/302/201/120-B IPC, PS, Sector-24, Noida, District Gautambudh Nagar.
- (xii) Crime No.1030/06 u/s 364/377/302/201/120-B IPC, PS, Sector-20, Noida, District Gautambudh Nagar.
- (xiii) Crime No.1031/06 u/s 364/376/302/201/120-B IPC, PS, Sector-20, Noida, District Gautambudh Nagar.
- (xiv) Crime No.1032/06 u/s 364/376/302/201/120-B IPC, PS, Sector-20, Noida, District Gautambudh Nagar.
- (xv) Crime No.318/06 u/s 364/376/302/201/120-B IPC, PS, Sector-20, Noida, District Gautambudh Nagar.
- (xvi) Crime No.448/05 u/s 364/376/302/201/120-B IPC, PS, Sector-20, Noida, District Gautambudh Nagar.
- (xvii) Crime No.03/07 u/s 302/376/201 IPC, PS, Sector-20, Noida, District Gautambudh Nagar.
- (xviii) Crime No. NIL/06 u/s 364/302/201/120-B IPC, PS, Sector-20, Noida, District Gautambudh Nagar.
- (xix) Crime No. 03/07 u/s 363/302/201 IPC and SC/ST Act, PS, Sector-24, Noida, District Gautambudh Nagar.

and attempts, abetments and conspiracies in relation to, or in connection with the offences mentioned above and any other offence or offences committed in the course of the same transaction or arising out of the same facts.

[No. 228/1/2007-AVD-III]

CHANDRA PRAKASH, Under Secy.

नई दिल्ली, 10 जनवरी, 2007

क्र.आ. 141.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उत्तर प्रदेश राज्य सरकार के गृह विभाग की अधिसूचना सं. 79/पी/6-पी-3-2007-15(79)पी/2006 दिनांक 09-01-2007 द्वारा प्राप्त सहमति से पुलिस स्टेशन, सिविल लाइन्स, जिला मेरठ, (उ.प्र.) में भारतीय दंड संहिता की धारा 147, 364, 506, 302, 201, 120-बी के अंतर्गत दर्ज मामला अपराध सं. 478/06 और उपर्युक्त अपराधों से संबंधित अथवा संसक्त प्रयत्नों, दुष्प्रेरणों और षड्यंत्रों तथा उसी संव्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध अथवा अपराधों का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण उत्तर प्रदेश राज्य पर करती है।

[सं. 228/2/2007-ए वी डी-II]

चंद्र प्रकाश, अवर सचिव

New Delhi, the 10th January, 2007

S.O. 141.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Uttar Pradesh, Home Department vide their Notification No. 79/P/6-P-3-2007-15(79)P/2006 dated 09-01-2007 hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Uttar Pradesh for investigation into the case crime No. 478/06 under Section 147/364/506/302/201/120-B IPC, PS, Civil Lines, District Meerut, UP and attempts, abetments and conspiracies in relation to or in connection with the offences mentioned above and any other offence or offences committed in the course of the same transaction or arising out of the same facts.

[No. 228/2/2007-AVD-II]

CHANDRA PRAKASH, Under Secy.

गृह मंत्रालय

नई दिल्ली, 5 जनवरी, 2007

क्र.आ. 142.—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, गृह मंत्रालय के निम्नलिखित कार्यालयों में हिन्दी का कार्यसहायक ज्ञान रखने वाले कर्मचारियों की संख्या 80% से अधिक हो जाने के फलस्वरूप उन्हें एतद्वारा अधिसूचित करती है:

सीमा सुरक्षा बल :

1. 07 बटालियन सीमा सुरक्षा बल
2. सैक्टर मुख्यालय, बहरामपुर
3. 140 बटालियन सीमा सुरक्षा बल
4. सीमांत मुख्यालय गुजरात
5. सैक्टर मुख्यालय भुज।

केन्द्रीय रिजर्व पुलिस बल :

1. कार्यालय अपर पुलिस उप महानिरीक्षक, ग्रुप केन्द्र केन्द्रीय रिजर्व पुलिस बल, सिलचर (असम)
2. कार्यालय कमांडेंट-175 बटालियन, केन्द्रीय रिजर्व पुलिस बल
3. कार्यालय कमांडेंट-180 बटालियन, केन्द्रीय रिजर्व पुलिस बल।

[सं. 12017/1/2004-हिन्दी]

प्रेम सागर, उप सचिव

MINISTRY OF HOME AFFAIRS

New Delhi, the 5th January, 2007

S.O. 142.—In pursuance of sub rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices of the Ministry of Home Affairs where the percentage of Hindi knowing staff has gone above 80%:

Border Security Force :

1. 07 BN Border Security Force
2. Sector HQ Behrampur
3. 140 BN Border Security Force
4. Frontier HQ Gujarat
5. Sector HQ Bhuj

Central Reserve Police Force :

1. Office of the Addl. DIGP, Group Centre, C.R.P.F. Silchar (Assam)
2. Office of the Commandant-175 BN, Central Reserve Police Force
3. Office of the Commandant-180 BN, Central Reserve Police Force.

[No. 12017/1/2004-Hindi]

PREMSAGAR, Dy. Secy.

वित्त मंत्रालय

(राजस्व विभाग)

(सीमा शुल्क एवं केन्द्रीय उत्पाद शुल्क आयुक्त का कार्यालय)

सेलम, 20 दिसम्बर, 2006

संख्या 05/2006-सीमा शुल्क (एन.टी.)

का.आ. 143.— सीमा शुल्क अधिनियम, 1962 की धारा 152 खण्ड (ए) के अंतर्गत भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली के दिनांक, 1 जुलाई, 1994 की अधिसूचना सं. 33/94-सीमा शुल्क (एन.टी.) के अधीन अधोहस्ताक्षरी को प्रत्यायोजित शक्तियों का प्रयोग करते हुए मैं, एस. रमेश, आयुक्त, सीमा शुल्क एवं केन्द्रीय उत्पाद शुल्क, सेलम एतद्वारा तमिलनाडु राज्य, सेलम जिला, शंकरी तालुक के देवण्णगण्डनूर ग्राम के सर्वे सं. 76/2 की तथा 76/7 को सीमा शुल्क अधिनियम, 1962 की धारा 9 के अंतर्गत

क्वाराइंग ग्रेनाइट्स हेतु 100% निर्यातोन्मुख एकक (ई.ओ.यू.) के गठन के उद्देश्य से भाण्डागारण स्टेशन के रूप में घोषित करता हूँ, जैसा कि वाणिज्य एवं उद्योग मंत्रालय, वाणिज्य विभाग, मद्रास निर्यात प्रक्रिया क्षेत्र, चेन्नई के पत्र संख्या फा. सं. अ/2002(006)/ई.ओ.यू.-अधि. द्वारा अनुमोदित है।

[फाइल सी सं.-VIII/48/43/2006-सीमा शुल्क नीति]

एस. रमेश, आयुक्त

MINISTRY OF FINANCE

(Department of Revenue)

(OFFICE OF THE COMMISSIONER OF CUSTOMS AND CENTRAL EXCISE)

Salem, the 20th December, 2006

No. 05/2006-CUSTOMS (NT)

S. O. 143.—In exercise of the powers delegated to the undersigned, *vide* Notification No. 33/94-CUS (NT) dated 1st July, 1994, by the Government of India, Ministry of Finance, Department of Revenue, New Delhi under clause (a) of Section 152 of the Customs Act, 1962, I, S. Ramesh, Commissioner of Customs and Central Excise, Salem, hereby declare Survey No. 76/2B & 76/7 of Devannagoundanur Village, Sankari Taluk in Salem District of Tamilnadu State, to be a Warehousing Station under Section 9 of the Customs Act, 1962, for quarrying granites exclusively for the 100% Export Oriented Unit, as approved by the Ministry of Commerce & Industry, Department of Commerce, Madras Export Processing Zone, Chennai *vide* letter F. No. A/2002(006)/EOU-TN dated 01-09-2006.

[File. C. No. VIII/48/43/2006-Cus. Pol]

S. RAMESH, Commissioner

प्रवासी भारतीय कार्य मंत्रालय

नई दिल्ली, 10 जनवरी, 2007

का.आ. 144.—उत्प्रवास अधिनियम, 1983 की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, एतद्वारा श्री आर. शंखर, भा. रे. से. (सी. एंड सी. ई. एस. : 92) को प्रवासी भारतीय कार्य मंत्रालय में 4 अक्टूबर, 2006 के पूर्वाह्न से आगामी आदेशों तक के लिए उत्प्रवास संरक्षी (उप सचिव) के रूप में नियुक्त करती है। उप सचिव स्तर पर श्री शंखर की नियुक्ति उनके पदभार ग्रहण करने की तारीख से चार वर्ष की अवधि अथवा आगामी आदेशों तक, जो भी पहले हो, के लिए होगी।

2. श्री आर. शंखर ने 23-12-2006 के पूर्वाह्न से प्रवासी भारतीय कार्य मंत्रालय के अधीन उत्प्रवास संरक्षी, चेन्नई के कार्यालय में उत्प्रवास संरक्षी-1 का पदभार सम्भाल लिया है।

[सं. 1/07 फा. सं. ए-19011/1/2007-पीए]

जी. सी. राऊत, अवर सचिव

MINISTRY OF OVERSEAS INDIAN AFFAIRS

New Delhi, the 10th January, 2007

S.O. 144.—In exercise of power conferred under Section 3, Sub-section (1) of Emigration Act, 1983, the Central Government appoints Shri R. Sekar, IRS (C & CES 92), as Protector of Emigrants (Deputy Secretary) in the Ministry of Overseas Indian Affairs. The appointment of Shri R. Sekar will be at the level of Deputy Secretary for a period of four years from the date of taking over the charge of the post or until further orders, whichever event takes place earlier.

2. Shri R. Sekar assumed charge of the post of Protector of Emigrants in the Office of the Protector of Emigrants, Chennai under the Ministry of Overseas Indian Affairs in the forenoon of 23-12-2006.

[No. 1/07 F.No. A-19011/1/2007-PA]

G. C. ROUT, Under Secy.

जल संसाधन मंत्रालय

नई दिल्ली, 2 जनवरी, 2007

का.आ. 145.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में सहायक अभियंता, दक्षिण पश्चिम नदियां उपमंडल-3, के.ज.आ., मंगलूर कार्यालय को, जिसके 80% कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[सं. 1/1/2005-हिन्दी/251-350]

राजकुमारी देव, निदेशक (रा.भा.)

MINISTRY OF WATER RESOURCES

New Delhi, the 2nd January, 2007

S. O. 145.—In pursuance of Sub-Rule (4) of Rule (10) of the Official Language (use for official purposes of the Union) The Central Government hereby notifies the Assistant Engineer, South West Rivers Sub-Division-3, CWC, Mangalore, the 80% staff whereof have acquired working knowledge of Hindi.

[No. 1/1/2005-Hindi/251-350]

RAJKUMARI DAVE, Director (OL)

नई दिल्ली, 2 जनवरी, 2007

का.आ. 146.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में सहायक अभियंता, दक्षिण पश्चिम नदियां उपमंडल-3, के.ज.आ., मंगलूर कार्यालय को, जिसके 80% कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[सं. 1/1/2005-हिन्दी/351]

राजकुमारी देव, निदेशक (रा.भा.)

New Delhi, the 2nd January, 2007

S. O. 146.—In pursuance of Sub-Rule (4) of Rule (10) of the Official Language (use for official purposes of the Union) The Central Government hereby notifies the Assistant Engineer, South West Rivers Sub-Division-3, CWC, Mangalore, the 80% staff whereof have acquired working knowledge of Hindi.

[No. 1/1/2005-Hindi/351]

RAJKUMARI DAVE, Director (OL)

नई दिल्ली, 2 जनवरी, 2007

का.आ. 147.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में सरदार सरोवर निर्माण सलाहकार समिति, ए ब्लॉक, चौथा तल, नर्मदा भवन, इंदिरा एवेन्यू, वडोदरा कार्यालय को, जिसके 80% कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[सं. 1/1/2005-हिन्दी/352]

राजकुमारी देव, निदेशक (रा.भा.)

New Delhi, the 2nd January, 2007

S. O. 147.—In pursuance of Sub-Rule (4) of Rule (10) of the Official Language (use for official purposes of the Union) The Central Government hereby notifies the Sardar Sarovar Construction Advisory Committee, Narmada Bhawan, A Block, IV Floor, Indira Avenue, Varodara-390001, the 80% staff whereof have acquired working knowledge of Hindi.

[No. 1/1/2005-Hindi/352]

RAJKUMARI DAVE, Director (OL)

नई दिल्ली, 2 जनवरी, 2007

का.आ. 148.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में सरदार सरोवर निर्माण सलाहकार समिति, ए ब्लॉक, चौथा तल, नर्मदा भवन, इंदिरा एवेन्यू, वडोदरा कार्यालय को, जिसके 80% कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[सं. 1/1/2005-हिन्दी/353-452]

राजकुमारी देव, निदेशक (रा.भा.)

New Delhi, the 2nd January, 2007

S. O. 148.—In pursuance of Sub-Rule (4) of Rule (10) of the Official Language (use for official purposes of the Union) The Central Government hereby notifies the Sardar Sarovar Construction Advisory Committee, Narmada Bhawan, A Block, IV Floor, Indira Avenue, Varodara-390001, the 80% staff whereof have acquired working knowledge of Hindi.

[No. 1/1/2005-Hindi/353-452]

RAJKUMARI DAVE, Director (OL)

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 2 जनवरी, 2007

का. आ. 149.— भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं:

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 14395 : 1996	1, दिसम्बर 2006	31 दिसम्बर, 2006
2.	आई एस 14436 : 1997	1, दिसम्बर 2006	31 दिसम्बर, 2006

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ: सीईडी/राजपत्र]

ए. के. सैनी, वैज्ञानिक 'एफ' एवं प्रमुख (सिविल इंजीनियरी)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department Of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 2nd January, 2007

S.O. 149.— In pursuance of clause (b) of Sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued:

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 14395: 1996	1, December 2006	31 December, 2006
2.	IS 14436: 1997	1, December 2006	31 December, 2006

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref: CED/Gazette]

A.K. SAINI, Sc. 'F' & Head (Civil Engg.)

नई दिल्ली, 5 जनवरी, 2007

क़ान. अ. 150.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :

अनुसूची

क्रम संख्या	लाइसेंस संख्या	वैधता तिथि	पार्टी का नाम एवं पता (कारखाना)	उत्पाद	आई एस सं./भाग/खण्ड वर्ष
1	7677296	27/11/2007	ऋषभ होम अप्लाइंसेस 21, पहला माला, म्यूनिसिपल इण्डस्ट्रियल इस्टेट, बाप्ती रोड, ग्रांट रोड- पूर्व, मुंबई 400 008 महाराष्ट्र	बिजली के घरेलू खाद्य मिक्सर (द्रवीपरक और ग्राइन्डर)	4250 :1980
2	7671587	14/11/2007	मणीभद्र केबल मैनुफैक्चरिंग कंपनी, 14 डी, गिलबर्टकंपाऊंड, दुर्गा माता मंदिर गली, खेरनी रोड, साकीनाका, अंधेरी-पूर्व, मुम्बई-400072 महाराष्ट्र	1100 वो तक एवं सहित कार्यकारी वोल्टता के लिए पीवीसी रोधीत केबल	694 : 1990
3	7668497	07/11/2007	टेराकाम प्राईवेट लिमिटेड, 250, कुंडाइम इंडस्ट्रियल इस्टेट, कुंडाइम, उत्तरी गोआ गोआ-403115	अनुप्रस्थ जुड़ें हुए पॉलिइथालीन विद्युतरधी पी वी सी आवरित केबल (भाग 1) 1100 वोल्ट और सहित की कार्यकारी वोल्टता के लिए	7098 (भाग-1): 1988
4	7681590	06/12/2007	विजन वायर्स, नवनीत शाह इंडस्ट्रियल इस्टेट, प्लॉट सं. 2 सर्वे सं., 259/1/1, विलेज दादरा, दादरा एवं नगर हवेली- 396230	1100 वो तक कार्यकारी वोल्टता के लिए पीवीसी रोधीत (हैवीड्यूटी) विद्युत् केबल (भाग 1)	1554 (भाग-1): 1988
5	7668396	07/11/2007	टेराकाम प्राईवेट लिमिटेड, 250, कुंडाइम इंडस्ट्रियल इस्टेट, कुंडाइम, उत्तरी गोआ, गोआ-403115	1100 वो तक एवं सहित कार्यकारी वोल्टता के लिए पीवीसी रोधीत केबल	694 : 1990
6	7678302	29/11/2007	मिनार इलेक्ट्रॉनिक्स 10/11, बारबेटा इण्डस्ट्रियल इस्टेट, सफेद पूल, कुर्लाअंधेरी रोड, अंधेरी मुंबई-400 072 महाराष्ट्र	बिजली के घरेलू खाद्य मिक्सर और (द्रवीपरक और ग्राइन्डर)	4250 : 1980

[संदर्भ: सीएमडी-1/13 : 11]

एस.के. चौधरी, उपमहानिदेशक (प्रमाणन)

New Delhi, the 5th January, 2007

S. O. 150.—In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :—

SCHEDULE

Sl. No.	Licence No.	Validity Date	Name & Address (factory) of the Party	Product	IS No./Part/Sec. Year
1	7677296	27-11-2007	Rishabh Home Appliances, 21, 1st Floor, Municipal INDL Estate, Bapti Road, Greater Bombay Grant Road-E, Maharashtra-400 008	Specification for Domestic Electric Food-Mixers (Liquidizes and Grinders)	IS 4250 : 1980
2	7671587	14-11-2007	Manibhadra Cable Mfg. Co., 14 D, Gilbert Compound, Durga Mata Mandir Gali, Kherani Road, Sakinaka, Andheri (East) Greater Bombay, Mumbai, Maharashtra-400 072.	PVC Insulated cables for work- ing voltages upto and including 1100 V	IS 694 : 1990
3	7668497	07-11-2007	Teracom Private Ltd., 250, Kundaim Industrial Estate, Kundaim North Goa, GOA. Goa-403115	Crosslinked polyethylene insulated PVC sheathed : cables Part 1 For working voltage upto and including 1100 V	IS 7098 : Part 1 : 1988
4	7681590	06-12-2007	Vi-son Wires Navnit Shah Industrial Estate, Plot No. 2, Survey No. 259/1/1. Village Dadra, Dadra and Nagar Haveli Dadra, Dadra and Nagar Haveli- 396230.	PVC Insulated (heavy duty) electric cables : Part 1 For working voltages upto and including 1100 V	IS 1554 : Part 1 : 1988
5	7668396	07-11-2007	Teracom Private Ltd., 250, Kundaim Industrial Estate, Kundaim North Goa, GOA. Goa-403115	PVC Insulated cables for work- ing voltages upto and including 1100 V	IS 694 : 1990
6	7678302	29-11-2007	Minar Electronics, 10/11, Barretto Industrial Estate, Safed Pool, Kurla- Andheri Road, Greater Bombay, Andheri, Maharashtra-400 072.	Specification for Domestic Electric Food-Mixers (Liquidizes and Grinders)	IS 4250 : 1980

[Ref. : CMD-1/13:11]

S. K. CHAUDHURI, Dy. Director General (Marks)

नई दिल्ली, 8 जनवरी, 2007

का.आ. 151.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गए मानक में संशोधन किया गया है :-

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (को) की संख्या, वर्ष और शीर्षक	संशोधन की संख्या और वर्ष	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 6299 : 1971 मोनाक्रोम फोटोग्राफिक प्रिंट के प्रहस्तन, परीक्षण और भंडारण की मार्गदर्शिका	दूसरा संशोधन, 2006	नवम्बर 2006

इन संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहटी, हैदराबाद, जयपुर, नागपुर, कानपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ: एमएसडी/जी-8 अधिसूचना]

नरेश कुमार प्रोवर, वैज्ञानिक एफ एवं प्रमुख (प्रबन्ध एवं तंत्र)

New Delhi, the 8th January, 2007

S. O. 151.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standard, particulars of which are given in the Schedule hereto annexed have been issued :—

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 6299 : 1971 Guide for handling, testing and storage of monochrome photographic Prints	Amendment No. 2, 2006	November 2006

Copies of the Amendment available for sale with the Bureau of Indian Standards, Manak Bhawan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and its Regional Offices at New Delhi, Kolkata, Chandigarh, Chennai, Mumbai, and also Branch Offices at Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref. MSD/G-8 Notification]

N. K. GROVER, Scientist 'F' & Head (MSD)

नई दिल्ली, 10 जनवरी, 2007

का. आ. 152.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के नियम (4) के उप-नियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम सं.	लाइसेंस सं.	चालू तिथि	लाइसेंस धारी का नाम व पता	भारतीय मानक का शीर्षक व संबंधित भारतीय मानक
1	2	3	4	5
	दिसम्बर 2006			
1.	8760894	13-11-2006	मै. अंकित इरिगेशन प्रा. लि. एफ-120-121, खट्टश्यामजी औद्योगिक काम्पलेक्स, रिंगस, जिला सीकर	क्यूसीपीई पाइप्स 14151 : 1999
2.	8760591	14-11-2006	मै. स्वरूप ज्वेलर्स, 123, तहसील बाजार, रामसिंह नगर, जिला श्रीगंगानगर	हालमार्किंग ऑफ गोल्ड ज्वेलरी 1417 : 1999
3.	8760692	14-11-2006	मै. विजय प्रकाश खंडाका सराफ एण्ड कं., 182, किशनपाल बाजार, जयपुर	हालमार्किंग ऑफ गोल्ड ज्वेलरी 1417 : 1999
4.	8760693	14-11-2006	मै. जिनेश ज्वेलर्स, 207-208, जौहरी बाजार, जयपुर	हालमार्किंग ऑफ गोल्ड ज्वेलरी 1417 : 1999
5.	8761896	17-11-2006	मै. भिवाडी सिलेण्डर्स प्रा. लि., ई 925, 1200 व 1201, औद्योगिक ऐरिया, भिवाडी, जिला अलवर	एलपीजी कन्टेन्स फार आटोमेटिक्स 14899 : 2000
6.	8761694	17-11-2006	मै. गोवडिया ज्वेलर्स, नेहरू पार्क काम्पलेक्स के पास, अस्पताल रोड, सागवाडा, जिला डूंगरपुर	हालमार्किंग ऑफ गोल्ड ज्वेलरी 1417 : 1999
7.	8761593	17-11-2006	मै. महावीर ज्वेलर्स, 31, गुलजार चौक, पाली	हालमार्किंग ऑफ गोल्ड ज्वेलरी 1417 : 1999
8.	8761795	17-11-2006	मै. श्री आराधना ज्वेलर्स, आहरिया चौक, पोस्ट सादरी, जिला पाली	हालमार्किंग ऑफ गोल्ड ज्वेलरी 1417 : 1999
9.	8762393	22-11-2006	मै. रोमेश पावर प्रोडक्ट्स प्रा. लि. 2बी 123, रोड नं. 9ए, विश्वकर्मा इण्ड. ऐरिया, जयपुर	पीवीसी इन्सुलेटेड केबल्स 694 : 1990
10.	8762293	22-11-2006	मै. रोमेश पावर प्रोडक्ट्स प्रा. लि. 2बी 123, रोड नं. 9ए, विश्वकर्मा इण्ड. ऐरिया, जयपुर	पीवीसी इन्सुलेटेड एचडी केबल्स 1554 (भाग 1) : 1988

1	2	3	4	5
11.	8762595	22-11-2006	मै. तिजारिया बोलिपाईप्स लि. ए 130 ई रोड नं. 9डी, वि. औ. एरिया, जयपुर	पॉलिइथिलिन पाइप्स फार इरिगेशन 14151 : (भाग 1) 1999
12.	8762191	22-11-2006	मै. स्लिन वाटर कम्पाउण्ड प्रा. लि. एफ 9 बी पुराना रीको, औ. एरिया, धौलपुर	2645 : 1983 जलसह यौगिक सीमेंट
13.	8763092	22-11-2006	मै. बंजरंग इन्टरनेशनल प्लॉट नं. ए 69 रोड 1डी, वि. औ. एरिया, जयपुर	6003 : 1983 पूर्व-प्रतिबंधित कंक्रीट के लिए गद्देदार तार
14.	8763294	23-11-2006	मै. धनराज ज्वेलर्स, पुलिस स्टेशन के पास पंचायत समिति के पास, गमोदवारा रोड, डूंगरपुर	हालमार्किंग ऑफ गोल्ड ज्वेलरी 1417 : 1999
15.	8763395	23-11-2006	मै. धनराज गोवाडिया एण्ड सन्स, सदर बाजार, सागवाडा, डूंगरपुर	हालमार्किंग ऑफ गोल्ड ज्वेलरी 1417 : 1999
16.	8763193	23-11-2006	मै. चिराग फिसगल सर्विसेस प्रा. लि. ए 213 शास्त्री नगर, भिलवाडा	एस्बेस्टोस सीमेंट के दाब पाइप 1592 : 2003
17.	8764296	23-11-2006	मै. यश स्ट्रीपस प्रा. लि. जी 86 87, उद्योग विहार, जेतपुरा औ. एरिया, जयपुर	15 किलो टीन्स 10325 : 2000
18.	8764296	23-11-2006	मै. सोरभ फुडस एच 394, रीको औ. एरिया, झोटवाडा विस्तार फेज 2, सरना डूंगरी, जयपुर जिला जयपुर	बंद पेय जल 14543
19.	8764397	24-11-2006	मै. कूल वेव फुड एण्ड बेवरेज, केशवपुरा, भांकरोटा, जयपुर	बंद पेय जल 14543
20.	8758204	01-11-2006	मै. खडाका ओमश्री ज्वेलर्स दुकान नं. 224, जौहरी बाजार, जयपुर	हालमार्किंग ऑफ गोल्ड ज्वेलरी 1417 : 1999
21.	8758709	03-11-2006	मै. एक्वाहोम एप्लाइन्सेस, वार्ड नं. 15, पंजाबी मोहल्ला, हनुमानगढ़	बंद पेय जल 14543
22.	8759812	07-11-2006	मै. जी कोब इण्डस्ट्रीज लि. ई 447 रीको औ. एरिया, चौपकी अलवर	7098 भाग 1 : 1988 क्रास-लिंक पॉलिथाइलीन इन्सुलेटिड पीवीसी केबल

1	2	3	4	5
23.	8759711	07-11-2006	मै. जी केब इण्डस्ट्रीज लि. ई 447 रीको औ. एरिया, चौपकी अलवर	पीबीसी इन्सुलेटेड एचडी केबल 1554 भाग 1 : 1980
24.	8758305	01-11-2006	मै. भारतीय ज्वेलर्स क्लक टावर उदयपुर	हालमार्किंग ऑफ गोल्ड ज्वेलरी 1417 : 1999

[संदर्भ : सीएमडी-1/13:11]

एस. के. चौधरी, उप महानिदेशक (मुहर)

New Delhi, the 10th January, 2007

S.O. 152.— In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification Regulation, 1988, the Bureau of Indian Standards hereby notifies the grant of licence particulars of which are given in the following Schedules.

SCHEDULE

Sl. No.	Licence No. (CM/L-)	Operative Date	Name and Address of the Licensee	Article/Process Covered by the licences and the relevant IS : Designation
1	2	3	4	5
DEC 2006				
1.	8760894	13-11-2006	M/s. Ankit Irrigation Pvt. Ltd. F-120-121, Khatushyamji Industrial Complex, Reengus, Distt. Sikar	IS 14151 : 1999 QCPE Pipes
2.	8760591	14-11-2006	M/s. Saroop Jewellers 123, Teh Bazar, Rai Singh Nagar, Distt. Sriganganagar	IS 1417 : 1999 Hallmarking of Gold Jewellery
3.	8760692	14-11-2006	M/s. Vijay Prakash Khandaka Saraf & Co. 182, Kishan Pole Bazar, Jaipur	IS 1417 : 1999 Hallmarking of Gold Jewellery
4.	8760793	14-11-2006	M/s. Jinesh Jain Jewellers 207-208, Johri Bazar, Jaipur	1417 : 1999 Hallmarking of Gold Jewellery
5.	8761896	17-11-2006	M/s. Bhiwadi Cylinders Pvt. Ltd. E-925, 1200 & 1201 Industrial Area, Bhiwadi Distt. Alwar	14899 : 2000 LPG Containers for Automotives
6.	8761694	17-11-2006	M/s. Govadia Jewellers Opposite Nehru Park Complex, Hospital Road, Sagwara, Distt. Dungarpur	1417 : 1999 Hallmarking of Gold Jewellery
7.	8761593	17-11-2006	M/s. Mahaveer Jewellers 31, Gulzar Chowk Pali	1417 : 1999 Hallmarking of Gold Jewellery
8.	8761795	17-11-2006	M/s. Shri Aradhana Jewellers Akhariya Chowk, Post sadri Distt. Pali	1417 : 1999 Hallmarking of Gold Jewellery
9.	8762393	22-11-2006	M/s. Romesh Power Products Private Limited, B-123, Road No. 09(A), Vishwa Karma Industrial Area, Jaipur	694 : 1990 PVC Insulated Cables

(1)	(2)	(3)	(4)	(5)
10.	8762292	22-11-2006	M/s. Romesh Power Products Private Limited, B-123, Road No. 09(A) Vishwa Karma Industrial Area, Jaipur	1554 (Part 1): 1988 PVC Insulated (HD) Cables
11.	8762595	22-11-2006	M/s. Tijaria Polypipes Limited, A-130(E), Road No. 9D, Vishwakarma Industrial Area, Jaipur	14151 (Part 1): 1999 Polyethylene Pipes for Irrigation Systems
12.	8762191	22-11-2006	M/s. Sleen Water Proof compound (P) Ltd., F-9B, Old RIICO Industrial Area, Dholpur	2645: 2003 Integral Cement Waterproofing Compound
13.	8763092	22-11-2006	M/s. Bajrang International, Plot No. A-69, Road No. 1D, Vishwakarma Industrial Area, Jaipur	6003: 1983 Indented Wire for Prestressed Concrete
14.	8763294	23-11-2006	M/s. Dhanraj Jewellers, Near Police Station, Opp. Panchayat Samiti, Gamothwara Road, Dungarpur, Sagwara	1417: 1999 Hallmarking of Gold Jewellery
15.	8763395	23-11-2006	M/s. Dhanraj Gowadia and Sons, Sadar Bazar, Sagwara Distt. Dungarpur	1417: 1999 Hallmarking of Gold Jewellery
16.	8763193	23-11-2006	M/s. Chirag Fiscal Services (P) Ltd., A-213, Shastri Nagar, Bhilwara	1592: 2003 A.C. Pressure Pipes & Joints
17.	8764296	23-11-2006	M/s. Yash Strips Pvt. Ltd., G-86-87, Udyog Vihar, Jetpura Industrial Area, Jaipur	10325: 2000 15 Kg Sq. Tins
18.	8764195	24-11-2006	M/s. Sourbh Foods, H-394, RIICO Industrial Area, Jhotwara Extn. Phase-II, Sarna Dungar, Jaipur	14543: 2004 Packaged Drinking Water
19.	8764397	24-11-2006	M/s. Kool Wave Food and Beverages, Keshav Pura, Bhakrota, Ajmer Road, Jaipur	14543: 2004 Packaged Drinking Water
20.	8758204	01-11-2006	M/s. Khandaka Omshree Jewellers, Shop No. 224, Johari Bazar, Jaipur	1417: 1999 Hallmarking of Gold Jewellery
21.	8758709	03-11-2006	M/s. Aquahome Appliances, Ward No. 15, Punjabi Mohalla, Hanumangarh	14543: 2004 Packaged Drinking Water
22.	8759812	07-11-2006	M/s. Gee Cab Industries Limited, E-447, RIICO Industrial Area, Chopanki, Alwar	7098 (Part 1): 1988 Crosslinked Polyethylene Insulated PVC Cables
23.	8759711	07-11-2006	M/s. Gee Cab Industries Limited, E-447, RIICO Industrial Area, Chopanki, Alwar	1554 (Part 1): 1988 PVC Insulated (HD) Cables
24.	8758305	01-11-2006	M/s. Bhartiya Jewellers, Clock tower, Udaipur	1417: 1999 Hallmarking of Gold Jewellery

[Ref: CMD-1/13:11]

S. K. CHAUDHURI, Dy. Director General (Marks)

नई दिल्ली, 8 जनवरी, 2007

का. आ. 153.— भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 8764 : 1998	1 दिसम्बर 2006	31 दिसम्बर 2006
2.	आई एस 14448 : 1997	1 दिसम्बर 2006	31 दिसम्बर 2006

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

तिथि : 08-01-2007

[संदर्भ: सीईडी/राजपत्र]

ए. के. सैनी, वैज्ञानिक 'एफ' एवं प्रमुख (सिविल इंजीनियरी)

New Delhi, the 8th January, 2007

S. O. 153.— In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

SL. No.	No. and year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 8764 : 1998	1 December 2006	31 December 2006
2.	IS 14448 : 1997	1 December 2006	31 December 2006

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai, and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

Date: 08-01-2007

[Ref: CED/Gazette]

A. K. SAINI, Sc. 'F' & Head (Civil Engg.)

नई दिल्ली, 10 जनवरी, 2007

का. आ. 154.— भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस/आई एस ओ 105-ए 02 : 1993 वस्त्रादि-रंग के पक्केपन के परीक्षण भाग ए 02 रंग में परिवर्तन के ग्रे स्केल	आई एस 768 : 1982 का अधिक्रमण करते हुए	जनवरी 2007
2.	आई एस/आई एस ओ 105-ए 03 : 1993 वस्त्रादि-रंग के पक्केपन के परीक्षण भाग ए 03 स्टेनिंग के लिए ग्रे स्केल	आई एस 769 : 1982 का अधिक्रमण करते हुए	जनवरी 2007

(1)	(2)	(3)	(4)
3.	आई एस/आई एस ओ 105-ए 04 : 1989 वस्त्रादि-रंग के पक्केपन के परीक्षण भाग ए 04 एडजेस्टेड वस्त्रों की स्टेनिंग की मात्रा के उपकरणिक आंकलन की पद्धति		जनवरी 2007
4.	आई एस/आई एस ओ 105-ए 08 : 1993 वस्त्रादि-रंग के पक्केपन के परीक्षण भाग ए 08 रंग मापन में प्रयुक्त पारिमाणिक शब्दावली		जनवरी 2007

इन भारतीय मानकों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहटी, हैदराबाद, जयपुर, नागपुर, कानपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

तिथि : 10 जनवरी 2007

[संदर्भ: टीएक्सडी/जी-25]

एम. एस. वर्मा, निदेशक एवं प्रमुख (टीएक्सडी)

New Delhi, the 10th January, 2007

S. O. 154.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and year of the Indian Standards Established	No. and year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS/ISO 105-A02 : 1993 Textiles—Tests for colour fastness Part A02 Grey scale for assessing change in colour	Superseding IS 768 : 1982	January 2007
2.	IS/ISO 105-A03 : 1993 Textiles—Tests for colour fastness Part A03 Grey scale for assessing staining	Superseding IS 769 : 1982	January 2007
3.	IS/ISO 105-A 04 : 1993 Textiles—Tests for colour fastness Part A04 Method for the instrumental assessment of the degree of staining of adjacent fabrics		January 2007
4.	IS/ISO 105-A 08 : 1993 Textiles—Tests for colour fastness Part A08 Vocabulary used in colour measurement.		January 2007

Copies of the these Standards are available for sale with the Bureau of Indian Standards, Manak Bhawan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and its Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

Dated 10-01-2007

[Ref. TXD/G-25]

M. S. VERMA, Director & Head (Textiles)

कोयला मंत्रालय

नई दिल्ली, 11 जनवरी, 2007

का. आ. 155.—केन्द्रीय सरकार ने, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है), की धारा 7 की उपधारा (i) के अधीन भारत सरकार के कोयला मंत्रालय की अधिसूचना सं. का.आ. 2671 तारीख 15.10.04 को जारी की गई भारत के राजपत्र, भाग 2, खंड-3, उपखंड (ii) तारीख 23 अक्टूबर, 2004 को प्रकाशित अधिसूचना द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि और उस पर के अधिकारों के अर्जन करने के अपने आशय की सूचना दी थी ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार, का, पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात और उड़ीसा सरकार से पुनः परामर्श करने के पश्चात यह समाधान हो गया है, कि उससे संलग्न अनुसूची में वर्णित 2527.46 एकड़ (लगभग) या 1022.85 हैक्टर (लगभग) माप वाली भूमि का अर्जन किया जाना चाहिए ;

अतः अब केन्द्रीय सरकार, कोयलाधारक क्षेत्र (अर्जन और विकास अधिनियम, 1957 (1957 का 20)) की धारा 9 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त अनुसूची में वर्णित 2527.46 एकड़ (लगभग) या 1022.85 हैक्टर (लगभग) माप वाली भूमि या उस पर के सभी अधिकारों का अर्जन किया जाता है।

इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक सं. एमसीएल/एसएएमबी/सीजीएम (कार्पोरेट योजना और परियोजना)/गोपालप्रसाद/06/02 तारीख 3.4.06 का निरीक्षण कलेक्टर, अनुगुल (उड़ीसा) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता के कार्यालय में या महानदी कोलफील्ड्स लि., उड़ीसा (निगम योजना और परियोजना विभाग), जागृति विहार, डाकघर-जागृति विहार, बुर्ला, जिला-संबलपुर-768020 (उड़ीसा) के कार्यालय में किया जा सकेगा।

अनुसूची
गोपालप्रसाद (पश्चिम) ब्लॉक,
तालचेर कोलफील्ड्स (हिंदुला क्षेत्र),
जिला अंगुल (उड़ीसा)

सभी अधिकार :-

क्र. सं	ग्राम का नाम	पुलिस थाने का नाम और संख्या	तहसील	जिला	क्षेत्र एकड़ में	टिप्पणियां
1	बालिचंद्रपुर	जरपडा - 67	छेंडिपड़ा	अंगुल	225.99	भाग
2	पिरखमण	जरपडा - 66	छेंडिपड़ा	अंगुल	246.15	पूर्ण
3	छोटबेरेनी	जरपडा - 64	छेंडिपड़ा	अंगुल	173.78	भाग
4	कंकरेड़	जरपडा - 65	छेंडिपड़ा	अंगुल	733.67	भाग
5	कांडसि दीप	जरपडा - 63	छेंडिपड़ा	अंगुल	8.93	भाग
6	भालूगडिआ	कोलियरी-01	तलचर	अंगुल	653.29	भाग
7	बघुआबोला	कोलियरी-02	तलचर	अंगुल	40.73	पूर्ण
8	कुमुंडा	कनिहा-119	तलचर	अंगुल	63.5	भाग
9	कुसुमपाल	कोलियरी-03	तलचर	अंगुल	20.32	भाग
10	जयपुर संरक्षित वन	छेंडिपड़ा	-	अंगुल	5.0	भाग
11	निसा संरक्षित वन	जरपडा	-	अंगुल	356.10	भाग
कुल क्षेत्र (लगभग)					2527.46 एकड़ (लगभग) या 1022.85 हेक्टर	

विभिन्न ग्रामों में अर्जित किए जाने वाले प्लॉट सं.

1. बालिचंद्रपुर ग्राम (भाग) में अर्जित किये गये

प्लॉट संख्या:

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45(भा), 46(भा), 47(भा), 51(भा), 52, 53(भा), 75(भा), 76, 77(भा), 78(भा), 76/269, 36/271(भा), 39/272(भा), 46/273, 46/274, 35/284, 26/288, 36/291, 33/292, 15/297, 177/306, 177/311(भा) और 177/329(भा).

2. पिखमण ग्राम पूर्ण में अर्जित किये गये

प्लॉट संख्या:

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 104/134, 103/135, 110/136, 130/137, 9/138, 2/139, 132/140, 132/141, 127/192, 127/193, 127/194, 127/195, 127/196, 127/197, 127/198, 127/199, 127/200, 127/201, 127/202, 127/203, 127/212, और 127/216.

3 छोटाबेरिनी ग्राम (भाग) में अर्जित किये गये

प्लॉट सं०

84(भा), 85(भा), 87(भा), 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132(भा), 137(भा), 138(भा), 140(भा), 141(भा), 150(भा), 171(भा), 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184(भा), 187(भा), 188, 189, 190, 191, 192(भा), 193(भा), 204(भा), 205(भा),

206(भा), 207, 208, 209(भा), 210(भा), 213(भा), 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 271/311, 84/312, 88/323, 204/325, 229/334, 229/335, 297/336, 296/337, 85/338(भा), 270/339, 92/341, 243/345, 243/346, 234/347, 272/348, 285/349, 278/350, 278/351, 109/352, 91/353, 249/355, 249/356, 100/357, 221/359, 97/363, 251/365, 234/366, 296/367, 222/368, 223/369 और 268/370.

4. कंकरेड ग्राम (भाग) में अर्जित किये गये

प्लॉट संख्या:

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428,

429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447,
 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466,
 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485,
 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504,
 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523,
 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542,
 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561,
 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580,
 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599,
 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618,
 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637,
 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656,
 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675,
 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694,
 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713,
 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728(अ०), 735(अ०),
 738(अ०), 739(अ०), 740(अ०), 741, 742, 743, 744, 745, 746, 747(अ०), 748(अ०), 749, 750, 751,
 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770,
 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789,
 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808,
 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826,
 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845,
 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864,
 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883,
 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902,
 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921,
 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940,
 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960,
 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979,
 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998,
 999, 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014,
 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029,
 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044,
 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059,
 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074,

1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089,
1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104,
1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119,
1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134,
1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149,
1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164,
1165, 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179,
1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194,
1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209,
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5. कांउसि ढीप ग्राम (भाग) में अर्जित किये गये

प्लॉट संख्या:

800(अत), 801, 802, 803, 804, 805, 806(अत), 807(अत), 808(अत), और 809(अत).

6. भालूगडिआ ग्राम (भाग) में अर्जित किये गये

प्लॉट संख्या:

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2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199,
2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214,
2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229,
2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244,
2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259,
2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274,
2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289,
2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304,
2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319,
2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334,
2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349,
2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364,
2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379,
2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394,
2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409,

2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2583, 2007/2584, 2029/2585, 2028/2586, 1912/2587, 160/2588, 291/2589(P), 1788/2590, 2057/2591, 1/2592, 12/2593, 22/2594, 1550/2595, 448/2596, 449/2597, 477/2598, 125/2599, 996/2600, 762/2601, 1235/2602, 564/2603, 1450/2604, 1499/2605, 2165/2606, 2165/2607, 42/2608, 1522/2609, 2123/2610, 2498/2611, 2090/2612, 1521/2613, 1521/2614, 1521/2615, 1278/2616, 119/2617, 1456/2618, 69/2619, 1519/2620, 2417/2621, 2073/2622, 2083/2623, 479/2624, 2122/2625, 1968/2626, 2144/2627, 1570/2628, 1913/2629, 2089/2630, 1725/2631, 1074/2632, 2220/2633, 1778/2634, 583/2635, 36/2636, 36/2637, 1467/2638, 1765/2639, 1765/2640, 1765/2641, 1765/2642, 1765/2643, 1731/2644, 2007/2645, 2008/2646, 2013/2647, 2013/2648, 2577/2649, 2574/2650, 2574/2651, 2574/2652, 2553/2653, 158/2654, 158/2655, 158/2656, 158/2657, 158/2658, 392/2659, 1828/2660, 2113/2661, 2270/2662, 2272/2663, 2271/2664, 280/2665, 1191/2666, 162/2667, 2369/2668, 2370/2669, 2368/2670, 576/2671, 787/2672, 1789/2673, 503/2674, 1314/2675, 1315/2676, 2464/2677, 2287/2678, 384/2679, 384/2680, 148/2681, 1727/2682, 1557/2683, 2572/2684, 2531/2685, 62/2686, 62/2687, 2156/2688, 2319/2689, 2246/2690, 2471/2691, 191/2692, 2553/2693, 1028/2694, 2180/2695, 2358/2696, 1833/2697, 2025/2698, 1016/2699, 1010/2700, 1008/2701, 520/2702, 1012/2703, 1016/2704, 1815/2705, 1816/2706, 1787/2707, 425/2708, 2154/2709, 889/2710, 46/2711, 2553/2712, 2163/2713, 2193/2714, 2193/2715, 2412/2716, 171/2717, 1365/2718, 270/2719, 452/2720, 380/2721 और 32/2722.

7. बाहुआबोल ग्राम (पूर्ण) में अर्जित किये गये प्लॉट प्लॉट संख्या

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51,

52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120 और 83/121.

8. कूमुंडा ग्राम (भाग) में अर्जित किये गये प्लॉट संख्या

650, 651, 652, 656, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 1404, 978/5782, 979/5783, 1404/5785, 984/5803, 956/6013, 956/6014 और 956/6015.

9. कूसूमपाल ग्राम (भाग) में अर्जित किये गये प्लॉट सं०

345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 434, 450/989 और 434/1085.

10. जरापुर संरक्षित जंगल (भाग)

5.00 एकड़

11. निसा संरक्षित जंगल (भाग)

356.10 एकड़

सीमा विवरण : -

रेखा क: - ख: - ग: - घ : - ग्राम कुमुंडा भालुगाडिया और कुसुमपाल के त्रिजंक्शन खंभे से प्रारंभ होकर घुरुडियानाला के पुर्बीछोर से होकर गुजरती हुई बिंदु 'ख' पर पहुचती है उसके बाद रेखा प्लॉट सं 383 के दक्षिणी सीमा के साथ ग्राम कुसुमपाल के प्लॉट सं 434 के उत्तरी पूर्वी एवं दक्षिणी सीमा से गुजरती हुई बिंदु 'ग' पर पहुचती है उसके बाद घुरुडियानाला के पुर्बी किनारे से होकर बिंदु 'घ' पर मिलती है जो ग्राम भालुगाडिया गोपालप्रसाद एवं नूआमुही संरक्षित वन ट्राइजंक्सन का खंभा है।

रेखा घ: - ड: - च: - बिंदु 'घ' से प्रारंभ होकर निसा संरक्षित वन की पूर्वी सीमा से गुजरती हुई बिंदु 'ड' तक जाती है उसके बाद निसा संरक्षित वन के पश्चिम एवं दक्षिणी सीमा की तरफ मुडती हुई निसा संरक्षित वन से गुजरती हुई बिंदु 'च' पर मिलती है जो ग्राम बालीचंद्रपुर निसा संरक्षित जंगल एवं निसा ग्राम का ट्राइजंक्सन खंभा है।

रेखा च: - छ: - ज: - बिंदु 'च' से प्रारंभ हो कर प्लाट सं 285 45 46 47 से प्लाट सं 272 39 38 के दक्षिणी सीमा से होकर प्लाट सं 51 271 53 75 77 78 311 से गुजरती है उसके बाद प्लाट सं 306 के दक्षिणी सीमा से होते हुए ग्राम बालीचंद्रपुर प्लाट सं 329 से होकर बिंदु 'च' पर पहुचती है एवं उसके बाद रेखा ग्राम कंकरइ के प्लाट सं 2194 2196 1870 से होकर बिंदु 'ज' पर पहुचती है ।

रेखा ज: - झ: - : - बिंदु 'ज' से उत्तर की ओर मुड कर प्लाट सं 1870 2173 2181 से गुजरती है और फिर पश्चिम की ओर मुड कर प्लाट सं 1870 से होकर प्लाट सं 1874 की पश्चिमी सीमा से लग कर प्लाट सं 1877 1876 1848 1849 से गुजरती है उसके बाद प्लाट सं 1837 एवं 1836 के पश्चिम सीमा के साथ होती हुई फिर प्लाट सं 1831 1739 1740 1747 1746 1748 1727 1726 1692 1690 1689 1686 से गुजरती हुई सडक प्लाट सं 1785 को पार करती है उसके बाद प्लाट सं 1760 की पूर्वी सीमा से गुजरती हुई ग्राम कंकरेई के प्लाट सं 740 739 738 735 से गुजरती है और घुड्डियानाला को पार कर बिंदु 'झ' पर मिलती है उसके बाद रेखा ग्राम कांडसीदीप के प्लाट सं 807 808 809 800 से गुजरती हुई बिंदु 'ज' पर मिलती है जो ग्राम कांडसीदीप और छोटवेरीनी का सांझा सीमा है।

रेखा : ज - ट: - बिंदु 'ज' से होकर रेखा ग्राम छोटवेरीनी के प्लाट सं 204 205 206 209 210 213 193 192 187 184 171 150 132 137 138 140 141 87 338 85 84 से गुजरती हुई सिंगडा जोर प्लाट सं 312 को पार करती है और बिंदु 'ट' पर मिलती है जो ग्राम छोटवेरीनी एवं जयपुर संरक्षित वन का सांझा सीमा है।

रेखा ट: - 'ठ' - बिंदु 'ट' से रेखा जयपुर संरक्षित वन से गुजरती हुई बिंदु 'ठ' पर पहुचती है जो ग्राम कंकरेई कुमुंडा और जयपुर संरक्षित वन का त्रिजंक्सन सीमा है।

रेखा 'ठ' - 'क' - बिंदु 'ठ' से रेखा ग्राम कुमुंडा के प्लाट सं 972 के पश्चिमी और उत्तरी सीमा से गुजरती हुई प्लाट सं 973 974 967 963 650 958 652 656 952 951 950 993 995 से गुजरती है उसके बाद सिंगडा जोर प्लाट सं 1404 के उत्तरी किनारा से गुजरती है और फिर सिंगडा जोर को पार कर सिंगडा जोर के दक्षिणी किनारे से होकर बिंदु 'क' पर मिलती है जो कि प्रारंभिक बिंदु है।

Ministry of Coal

New Delhi, the 11th January, 2007

S. O. 155.—Whereas by the notification of the Government of India in the Ministry of Coal, S.O. 2671 dated 15.10.2004, issued under sub-section (i) of section 7 of Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, in part-II, section-3, sub-section (ii) dated the 23rd October, 2004, the Central Government gave notice of its intention to acquire lands and rights in the locality specified in the Schedule appended to that notification.

And whereas the competent authority, in pursuance of section 8 of the said Act, has made his report to the Central Government:

And whereas the Central Government, after considering the report aforesaid, and after re-consulting the Government of Orissa is satisfied that the land measuring 2527.46 acres (approximately) or 1022.85 hectares (approximately) described in the Schedule appended hereto, should be acquired.

Now, therefore, in exercise of the powers conferred by sub-section (i) of section 9 of the Coal Bearing Areas (Acquisition & Development) Act, 1957 (20 of 1957), the Central Government hereby declares that the land measuring 2527.46 acres (approximately) or 1022.85 hectares (approximately) described in the said schedule are hereby acquired in all rights.

The plan bearing number MCL/SAMB/CGM (Corporate Planning and Project)/Gopalprasad /06/ 02 dated 03.04.2006 of the area covered by this notification may be inspected in the office of the Collector, Angul (Orissa) or in the office of the Coal Controller, 1, Council House Street, Kolkata, or in the office of the Mahanadi Coalfields Limited (Corporate Planning and Project Deptt.), Jagriti Vihar, P.O- Jagriti Vihar, Burla, Dist. Sambalpur - 768020 (Orissa).

Schedule
Gopalprasad (West)Block,
Talcher Coalfields (Hingula Area),
District : Angul (Orissa)

All Rights

Sl.No	Name of the village	Name of the Police Station with number.	Tehsil	District	Area in acrs	Remarks.
01.	Balichandrapur	Jarapada 67	Chhendipada	Angul	225.99	Part
02.	Pirakhaman	Jarapada 66	Chhendipada	Angul	246.15	Full
03.	Chhotaberini	Jarapada 64	Chhendipada	Angul	173.78	Part
04.	Kankarei	Jarapada 65	Chhendipada	Angul	733.67	Part
05.	Kaunshidhipa	Jarapada 63	Chhendipada	Angul	8.93	Part
06.	Bhalugadia	Colliery 01	Talcher	Angul	653.29	Part
07.	Baghuabola	Colliery 02	Talcher	Angul	40.73	Full

08.	Kumunda	Kaniha 119	Talcher	Angul	63.5	Part
09.	Kusumapal	Colliery 03	Talcher	Angul	20.32	Part
10.	Jaipur Protected forest	Chhendipada		Angul	5.0	Part
11.	Nisa Protected forest	Jarapada		Angul	356.10	Part
Total area					2527.46 acres or	
(approx):					1022.85 hectares	

Plot numbers acquired in different villages:

1. Plots numbers acquired in village Balichandrapur (Part).

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45(P), 46(P), 47(P), 51(P), 52, 53(P), 75(P), 76, 77(P), 78(P), 76/269, 36/271(P), 39/272(P), 46/273, 46/274, 35/284, 26/288, 36/291, 33/292, 15/297, 177/306, 177/311(P), 177/329(P).

2. Plots numbers acquired in village Pirakhaman (Full)

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 104/134, 103/135, 110/136, 130/137, 9/138, 2/139, 132/140, 132/141, 127/192, 127/193, 127/194, 127/195, 127/196, 127/197, 127/198, 127/199, 127/200, 127/201, 127/202, 127/203, 127/212, 127/216.

03. Plots numbers acquired in village Chhotaberini (Part)

84(P), 85(P), 87(P), 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132(P), 137(P), 138(P), 140(P), 141(P), 150(P), 171(P), 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184(P), 187(P), 188, 189, 190, 191, 192(P), 193(P), 204(P), 205(P), 206(P), 207, 208, 209(P), 210(P), 213(P), 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 271/311, 84/312, 88/323, 204/325, 229/334, 229/335, 297/336, 296/337, 85/338(P),

270/339, 92/341, 243/345, 243/346, 234/347, 272/348, 285/349, 278/350, 278/351, 109/352, 91/353, 249/355, 249/356, 100/357, 221/359, 97/363, 251/365, 234/366, 296/367, 222/368, 223/369, 268/370.

4. Plots numbers acquired in village Kankarei (Part)

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628,

629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648,
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 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728(P),
 735(P), 738(P), 739(P), 740(P), 741, 742, 743, 744, 745, 746, 747(P), 748(P), 749, 750, 751, 752, 753,
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 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994,
 995, 996, 997, 998, 999, 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011,
 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027,
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 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187,
 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203,
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1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440, 1441, 1442, 1443, 1444, 1445, 1446, 1447, 1448, 1449, 1450, 1451, 1452, 1453, 1454, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481, 1482, 1483, 1484, 1485, 1486, 1487, 1488, 1489, 1490, 1491, 1492, 1493, 1494, 1495, 1496, 1497, 1498, 1499, 1500, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590, 1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1670, 1671, 1672, 1673, 1674, 1675, 1676, 1677, 1678, 1679, 1680, 1681, 1682, 1683, 1684, 1685, 1686(P), 1689(P), 1690(P), 1691(P), 1692(P), 1726(P), 1727(P), 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739(P), 1740(P), 1743, 1744, 1745, 1746(P), 1747(P), 1748(P), 1760(P), 1829, 1830, 1831(P), 1837(P), 1848(P), 1849(P), 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870(P), 1871, 1872, 1873, 1874, 1875, 1876(P), 1877(P), 26/1942, 83/1943, 595/1944, 607/1945, 607/1946, 850/1947, 1031/1948, 1024/1949, 757/1950, 1524/1951, 598/1952, 946/1953, 334/1954, 83/1955, 1417/1957, 465/1958, 1521/1959, 295/1963, 1674/1964, 1674/1965, 1673/1966, 1676/1971,

89/1972, 495/1973, 774/1974, 60/1976, 60/1977, 62/1978, 624/1979, 783/1980, 685/1981, 63/1982, 94/1983, 1866/1990, 38/1993, 61/1994, 1384/1996, 1680/2001, 221/2003, 1246/2004, 83/2005, 60/2006, 1417/2007, 780/2008, 498/2009, 241/2010, 1392/2011, 246/2012, 282/2013, 1105/2016, 778/2017, 1865/2018, 330/2019, 334/2020, 543/2022, 552/2023, 500/2024, 199/2025, 557/2026, 1870/2173(P), 1870/2176, 1870/2177, 1870/2178, 1870/2179, 1870/2180, 1870/2181(P), 1870/2182, 1870/2183, 1870/2184, 1870/2194(P), 1870/2195, 1870/2196(P).

5. Plots numbers acquired in village Kaunsidhipa (Part)

800(P), 801, 802, 803, 804, 805, 806(P), 807(P), 808(P), 809(P).

6. Plots numbers acquired in village Bhalugadia (Part)

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508,

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7. Plots numbers acquired in village Bhaguabola (Full)

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 83/121.

8. Plots numbers acquired in village Kumunda (Part)

650, 651, 652, 656, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 1404, 978/5782, 979/5783, 1404/5785, 984/5803, 956/6013, 956/6014, 956/6015.

9. Plots numbers acquired in village Kusumpal (Part).

345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 434, 450/989, 434/1085.

10. Jaipur protected forest (Part)

5.00 acres.

11. Nisa protected forest (Part)

356.10 acres

Boundary description :

A-B-C-D: - 'A' point starts from the trijunction pillar of the village Kumunda, Bhalugadia and Kusumapal, then proceeds along the eastern bank of Ghurudia Nalla up to point 'B', then the line passes along the southern boundary of plot number. 383, northern, eastern, southern boundary of plot number 434 of village Kusumapal and meets on Point 'C', line again passes along the eastern bank of Ghurudia Nalla up to point 'D', the trijunction pillar of village Bhalugadia, Gopalprasad and Nuamuhin protected forest.

D-E-F: - The line starts from point 'D' passes along the eastern boundary of Nisa protected forest up to point 'E', then the line turn towards the western and southern boundary of Nisa protected forest and passes through Nisa protected forest and meets on point 'F' i.e. the trijunction pillar of village Balichandrapur, Nisa protected forest and Nisa village.

F-G-H: - From Point "F" the line Proceeds through plot numbers 285, 45, 46, 47 along the southern boundary of plot numbers 272, 39, 38 and passes through plot numbers 51, 271, 53, 75, 77, 78, 311 and along the southern boundary of plot number 306 and then passes through the plot numbers. 329 of village Balichandrapur, up to the point 'G' then the line passes through plot numbers 2194, 2196, 1870 of village Kankarei and meets on the point 'H'.

H-I-J: - From point 'H', the line turn towards the north through plot numbers 1870, 2173, 2181 and moves towards west and passes through again plot number 1870 and passes along western boundary of plot No. 1874 then passes through plot numbers 1877, 1876, 1848, 1849, then along the Eastern boundary of 1837, 1836 again passes through plot numbers 1831, 1739, 1740, 1747, 1746, 1748, 1727, 1726, 1692, 1690, 1689, 1686, and then crossed the road plot number 1785 then passes along the eastern boundary of plot number 1760 then passes through plot numbers 740, 739, 738, 735 of village Kankarei and crossed the Ghurudia Nalla and meet on point 'I' then the line passes through plot numbers 807, 808, 809, 800 of village - Kaunsidhipa and meets on Point 'J' i.e. the common boundary of village Kaunsidhipa and Chhotaberini.

J-K: - From the point 'J' the line passes through plot numbers 204, 205, 206, 209, 210, 213, 193, 192, 187, 184, 171, 150, 132, 137, 138, 140, 141, 87, 338, 85, 84 of village Chhotaberini and crossed Singda Jhore i.e. plot numbers 312 and meets on the point 'K' i.e. common boundary of village Chhotaberini, Jaipur protected forest.

K-L: - From point 'K' the line proceeds through Jaipur protected forest up to point 'L' i.e. Trijunction pillar of village Kankarei, Kumunda and Jaipur protected forest.

L-A: - From the point 'L' the line passes along western & northern boundary of plot numbers 972 northern boundary of plot numbers 973, 974, 967, 963, 650, 958, 652, 656, 952, 951, 950, 993, 995 of village Kumunda and passes along the Northern bank of Singda Jhore i.e. plot number 1404 and again crossed the Singda Jhore and proceeds along the Southern bank of Singda Jhore i.e. plot number 2589 and meets at point 'A' i.e. the starting point.

[No. 43015/6/2003-PRIW]
M. SHAHABUDEEN, Under Secy.

शब्दि-पत्र

नई दिल्ली, 12 जनवरी, 2007

का. आ. 156.— भारत के राजपत्र, तारीख 18 नवम्बर, 2006 के भाग II, खंड -3, उपखंड (II) में पृष्ठ क्रमांक 9482 से 9484 पर प्रकाशित, भारत सरकार कोयला मंत्रालय की अधिसूचना का० आ० 4412 तारीख 13 नवम्बर, 2006 में -

पृष्ठ 9482 अधिसूचना में,

पंक्ति 3, "29 मार्च, 2005 में प्रकाशित" "के स्थानपर" "9 अप्रैल, 2005 में प्रकाशित" पढ़ें।

पृष्ठ 9483 स्पष्टीकरण में,

पंक्ति 5, "या तो धारा 7 की उपधारा" "के स्थानपर" "या जो धारा 7 की उपधारा" पढ़ें।

अनुसूची में,

पंक्ति 2, "कोरबा सेल" "के स्थानपर" "कोरबा क्षेत्र" पढ़ें।

तालिका में, ग्राम का नाम स्तंभ के निचे,

क्रम सं० 1, "जाबाली" "के स्थानपर" "जवाली" पढ़ें, और जहाँ कहीं भी "जाबाली" शब्द प्रयुक्त हुआ हो उसके स्थानपर "जवाली" पढ़ें।

क्रम सं० 3, "अभईपुर" "के स्थानपर" "अभयपुर" पढ़ें, और जहाँ कहीं भी अभईपुर शब्द प्रयुक्त हुआ हो उसके स्थानपर "अभयपुर" पढ़ें।

पृष्ठ 9484 सीमा वर्णन में, रेखा क-ख

पंक्ति 1, "जाबाली-विजयपुर" "के स्थानपर" "जाबाली-विजयपुर" पढ़ें।

रेखा घ-क

पंक्ति 1, ग्राम खाबाली "के स्थानपर" ग्राम जवाली" पढ़ें।

पंक्ति 1, "प्लॉट सं. 11,129,116" "के स्थानपर" प्लॉट सं. 116,129,116 पढ़ें।

[फा. सं. आर-43015/3/2005-पी आर आई डब्ल्यू]

पेट्रोलियम एवं प्राकृतिक गैस मंत्रालय

नई दिल्ली, 18 जनवरी, 2007

का. आ. 157.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि राजस्थान राज्य में ब्यावर से चित्तौड़गढ़ तक पेट्रोलियम उत्पादों के परिवहन के लिए इण्डियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा “सिद्धपुर-सांगानेर पाइपलाइन से चित्तौड़गढ़ तक ब्रान्च लाईन” के कार्यान्वयन हेतु एक शाखा पाइपलाइन बिछाई जानी चाहिए।

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उक्त भूमि न, जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है और जिसमें पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए।

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है।

कोई भी व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री योगेश कुमार श्रीवास्तव, सक्षम प्राधिकारी, (राजस्थान), इण्डियन ऑयल कॉर्पोरेशन लिमिटेड (पाइपलाइन्स प्रभाग), 33, मुक्तानन्द नगर, गोपालपुरा बाईपास, जयपुर - 302018 (राजस्थान) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : चित्तौड़गढ़		जिला : चित्तौड़गढ़		राज्य : राजस्थान	
गांव का नाम	खसरा संख्या	क्षेत्रफल			
		हेक्टेयर	एयर	वर्ग मीटर	
1	2	3	4	5	
बोजुन्दा	200	0	04	30	
	141	0	07	20	
	140	0	15	90	
	128	0	00	70	

[फा. सं. आर-25011/31/2004-ओ.आर.-1]

एस. के. चितकारा, अवर सचिव

Ministry of Petroleum & Natural Gas

New Delhi, the 18th January, 2006

S.O. 157.—Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of petroleum products in Rajasthan State from Beawar to Chittaurgarh a "Branch Pipeline to Chittaurgarh from Sidhpur-Sanganer Pipeline", should be laid by the Indian Oil Corporation Limited.

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification.

Now, therefore, in exercise of the powers conferred by Sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which the copies of this notification issued under sub-section(1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land, to Shri Yogesh Kumar Srivastava, Competent Authority (Rajasthan), Indian Oil Corporation Limited (Pipelines division), 33, Muktanand Nagar, Gopalpura Bye-pass, Jaipur – 302 018, (Rajasthan).

SCHEDULE

Tehsil : CHITTAURGARH		District : CHITTAURGARH		State : RAJASTHAN	
Name of the Village	Khasara No.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
BOJUNDA	200	0	04	30	
	141	0	07	20	
	140	0	15	90	
	128	0	00	70	

[F.No. R-25011/31/2004-O.R.-I]
S. K. CHITKARA, Under Secy.

**श्रम और रोजगार मंत्रालय
आदेश**

नई दिल्ली, 15 नवम्बर, 2006

का.आ. 158.—जबकि भारतीय खाद्य निगम के प्रबंधन और उनके कर्मचारों के बीच यहाँ इसके साथ संलग्न अनुसूची के संबंध में एक औद्योगिक विवाद न्यायनिर्णयन हेतु दिनांक 8-3-2001 के आदेश संख्या एल-22012/180/2000-आई.आर. (सी. II) द्वारा केन्द्र सरकार औद्योगिक अधिकरण-सह-श्रम-न्यायालय को भेजा गया था।

और जबकि इलाहाबाद स्थित माननीय उच्च न्यायालय की लखनऊ पीठ ने डब्ल्यू.पी. संख्या 4551/2005 में सरकार को यह विवाद अधिमाम्य रूप से निर्णय की प्रमाणित प्रति की प्राप्ति की तिथि से तीन माह की अवधि के भीतर समुचित प्राधिकरण को भेजने का निर्देश दिया था।

और जबकि केन्द्र सरकार का मत है कि यह समोचीन होगा कि उक्त औद्योगिक विवाद किसी राष्ट्रीय औद्योगिक अधिकरण को भेजा जाए क्योंकि यह मामला उक्त प्रबंधन के एक से अधिक राज्य में स्थित प्रतिष्ठान से संबंधित है।

इसलिए अब केन्द्र सरकार धारा 10 (1क) के साथ पठित औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7 ख द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एक राष्ट्रीय औद्योगिक अधिकरण का गठन करती है, जिसका मुख्यालय कोलकाता में होगा और केन्द्र सरकार औद्योगिक अधिकरण कोलकाता के वर्तमान पीठासीन अधिकारी श्री सी.पी. मिश्रा को इसका पीठासीन अधिकारी नियुक्त करती है। यह राष्ट्रीय अधिकरण अपना पंचाट छः माह की अवधि के भीतर देगा।

केन्द्र सरकार द्वारा इस मंत्रालय के दिनांक 8-3-2001 के आदेश संख्या एल-22012/180/2000-आई.आर. (सी. II) द्वारा केन्द्र सरकार औद्योगिक अधिकरण-सह-श्रम-न्यायालय लखनऊ को किए गए इस विवाद के विद्यमान संदर्भ के संबंध में औद्योगिक विवाद अधिनियम, 1947 की धारा 10 की उप-धारा 6 (क) के उपबंध लागू होंगे।

अनुसूची

“क्या भारतीय खाद्य निगम के पास भंडारण में हुई उस हानि का आकलन करने की कोई वैज्ञानिक पद्धति है, जो अनेक कारकों जैसे तापमान, नमी, माइक्रो-ऑर्गेनिज्म, कीट-पतंगों, चूहों, पक्षियों, कीटनाशकों, गोदाम की भंडारण अयोग्यता, निकासी इत्यादि के कारण हुई हो? यदि नहीं, तो भंडारण हानियों का नियमितीकरण करते समय कर्मचारियों पर जवाबदेही निर्धारित करने पर इसका क्या प्रभाव पड़ता है?”

[सं. एल-22012/180/2000-आई.आर. (सी. II)]

अजय कुमार गौड़, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT ORDER

New Delhi, the 15th November, 2006

S.O. 158.—Whereas an industrial dispute between employees in relation to management of Food Corporation of India and their workmen in respect to the schedule hereto annexed was referred for adjudication to Central Govern-

ment Industrial Tribunal-cum-Labour Court, Lucknow vide order No. L-22012/180/2000-IR(C-II) dated 8-3-2001.

And whereas the Hon'ble High Court of Judicature at Allahabad, Lucknow Bench in W.P. No. 4551/2005 had directed the Government to refer the dispute before the appropriate authority preferably within a period of three months from the date of receipt of certified copy of the judgement.

And whereas the Central Government is of the opinion that it would be expedient to refer the said Industrial dispute to a National Industrial Tribunal as the matter pertains to establishment of the said management located in more than one State.

Now, therefore, the Central Government, in exercise of the powers conferred by Section 7 B of the I.D. Act, 1947 (14 of 1947) read with Section 10 (IA) hereby constitutes a National Industrial Tribunal with the Head Quarters at Kolkata and appoint Sh. C.P. Mishra, presently Presiding Officer, CGIT, Kolkata as its Presiding Officer. The National Tribunal shall give its award within a period of six months.

As regards the existing reference of the dispute made by the Government vide this Ministry's Order No. L-22012/180/2000-IR(C-II) dated 8.3.2001 to Central Government Industrial Tribunal-cum-Labour Court, Lucknow, the provisions of sub-section 6 (a) of Section 10 of the I.D. Act, 1947 will apply.

SCHEDULE

“Whether FCI is having scientific system for assessing storage loss which has been caused due to number of factors such as temperature, moisture, micro organisms, insects, rats, birds, insecticides, storage unworthiness of the godown, draige etc.? If not, what is its effect upon the fixing of responsibility upon its employees while regularizing the storage losses?”

[No. L-22012/180/2000-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

नई दिल्ली, 22 दिसम्बर, 2006

का.आ. 159.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट्स अथोरीटी ऑफ इंडिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी 2/130/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-12-2006 को प्राप्त हुआ था।

[सं. एल-11011/9/2001-आई.आर.(एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 22nd December, 2006

S.O. 159.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/130/2001) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Airports Authority of India and their workman which was received by the Central Government on 22-12-2006.

[No. L-11011/9/2001-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT.
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI**

PRESENT

A.A. LAD Presiding Officer

REFERENCE NO. CGIT-2/130 OF 2001

Employers in relation to the Management of

Airport Authority of India (IAD)

The Additional General Manager (P & A)
Airports Authority of India
(International Airports Division)
Mumbai Airport
Mumbai-400 099.

and

Their Workmen

The General Secretary
AAI Mazdoor Sangh
25/32, Ibrahim Mansion
Dr. B.R. Ambedkar Road
Parcel, Mumbai-400 012.

APPEARANCE

FOR THE EMPLOYER : Mr. A.S. Patil,
Advocate

FOR THE WORKMEN : Mr. D.S. Gaikwad
Representative

Date of passing Award : 28th November, 2006

AWARD

1. The Government of India, Ministry of Labour by its Order No. L-11011/9/200 1/IR(M) dated 28-11-2001 in exercise of the powers conferred by clause (d) of sub section(1) and sub section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Airport Authority of India, International Airport Division,

Mumbai in not providing compassionate appointment to Smt. Rajshri Banwarilal, Spouse of Late Shri Banwarilal Balmiki Bldar on the ground that there are multiple claimants is fair and justified ? If not, to what relief Smt. Rajshri Banwarilal is entitled?

2. To support the subject matter referred in the reference, second party Union filed Statement of Claim through its Secretary at Ex-6 which was replied by first party by filing Written statement at Ex-10. Thereafter, second party workman and the Union unable to attend the reference on the dates given and lastly by application dated 28-11-2006 at Ex-24, Secretary to the Union informed this Tribunal that, concerned workman is not approaching it and his whereabouts are not know or made known to it and requested to dispose of the reference for want of prosecution. Hence the order:

ORDER

In view of the Ex-24, Reference is disposed of for want of prosecution.

Dated

28-11-2006

A. A. LAD, Presiding Officer

नई दिल्ली, 22 दिसम्बर, 2006

का.आ. 160.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कंरला मिनरल्स एण्ड मेटल्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय एर्नाकुलम के पंचाट (संदर्भ संख्या आई डी 153/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-12-2006 को प्राप्त हुआ था।

[सं. एल-29011/94/2001-आई आर(एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 22nd December, 2006

S.O. 160.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. I.D. 153/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Kerala Minerals and Metals Ltd. and their workman which was received by the Central Government on 22-12-2006.

[No. L-29011/94/2001-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE
IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT
ERNAKULAM
PRESENT

Shri P.L. Norbert, B.A. J.L.B., Presiding Officer

(Monday the 4th day of December, 2006/
 13th Agrahayana, 1928)

I. D. 153/2006

(I.D.22/2002 of Industrial Tribunal, Kollam)

- | | |
|------------|---|
| Union | 1. The General Secretary
Titanium Complex Employees Union
Reg. No. 227/84, Chavara
Kollam

2. The General Secretary
Titanium Complex Employees
Congress
(INTUC), Reg. No. 82/84, Chavara
Kollam-691 583

Adv. Shri G. Sethunathan Pillai |
| Management | The Managing Director
Kerala Minerals and Metals Ltd.,
Sankaramangalam, Chavara,
Kollam-691 583

Adv. Shri P. V. Lohithakshan |

AWARD

This is a reference made by Central Government under Section 10 (1)(d) of Industrial Disputes Act, 1947 for adjudication. The reference is :—

“Whether the fixation of pay to Smt. V.P. Mohini, Smt. K. Vasanthy and Smt. K. Lalitambika, Senior Grade Steno Typists consequent upon their eligibility for promotion/higher grade is correctly done in compliance with sub-clause (ii) of Clause 21 of Article XV of Memorandum of Settlement dated 7-5-1997? If not, to what relief these employees are entitled to?”

2. According to the claimant union 3 of its members were appointed in Kerala Minerals and Metals Limited, Chavara as Steno Typists Grade II in the year 1977 and 1978. Later they got promotion as Steno Typist Gr. I and then as Senior Grade Steno Typist. In that cadre they continued for more than 8 years and was eligible to get higher grade on completion of 8 years which was a scale equivalent to the scale of Shift In-charge and equivalent. However while granting the higher grade the management without any valid reason reduced the basic pay of the Senior Grade Steno Typists w.e.f. 14-1-1993. This was done in order to make the pay of Senior Grade Steno Typists in par with the Senior Grade Accountant of the Company. The promotion channel of Steno Typist Grade II is to Grade I, Senior Grade and Confidential Assistant/Personal Secretary. There are no other categories of posts constituting the feeder category of Steno Typists. Hence the seniors in that category are Steno Typist Grade -I, Senior Grade and Confidential Assistant and none else. Shri C.K. Joy, Senior Grade Accountant belongs to a different category and he is not senior to the workers in this case.

Hence there is no justification in bringing down the basic pay of the workers in this case in level with the Senior Grade Accountant. It is against the service conditions and the terms of Memorandum of Settlement. The pay in accordance with Clause 21 of Article XV of Memorandum of Settlement dated 27-5-1997 has to be fixed without reduction.

3. According to the management, the unions have no right or *locus standi* to raise an ‘industrial dispute’ on behalf of workers. The pay and allowances of workmen of the company are revised periodically as per long term agreements. The first long term agreement was in effect from 1-1-1985. Thereafter there were 3 more long term agreements. The dispute is with regard to fixation of pay as per the 3rd long term agreement dated 27-5-1997. As per that agreement there are only 7 scales of pay for the workmen in the company. On the operation side of the company there are 3 levels of grades of operators/ technicians and on the administrative side in the like manner there are 3 levels of administrative staff. As per the 2nd long term settlement a workman who remains in the same post and scale of pay for a period of 8 years is entitled to higher grade. The 3rd long term settlement also preserves the same benefit. The pay of the three Senior Typists who were given higher grade was fixed w.e.f. 14-1-1993 in accordance with the 3rd long term settlement. After expiry of the period of 2nd long term settlement on 31-12-1992 and when the next long term settlement was due, the company could not reach a long term settlement because of the bad financial position of the company. The company was running at a loss. Therefore the management and the unions discussed the matter and an interim settlement was arrived at on 3-9-1994. As per the interim settlement an *ad hoc* increase in wages and other benefits were allowed. When the position of the company improved, the 3rd long term settlement was signed on 27-5-1997 which got the approval of the government in August, 1998. During the course of discussion of the 3rd long term settlement it was noticed that a few workmen in the senior grade who were due for higher grade (the officer scale) during the period from 1-1-1993 to 31-12-1994 would be getting double pay revision benefits because they were in the workmen category as on 1-1-1993 and entitled to the revision benefits in the capacity as workmen and again in the capacity as officer on getting higher grade. At the same time the workmen who were given officer scale prior to 1-1-1993 would not receive the same benefits as those mentioned above. Thus, juniors would be getting more pay than seniors. To tide over this anomaly, Clause 21 (ii) of Article XV of 3rd long term settlement was incorporated. As per that clause, juniors’ pay would be retained equal to the basic pay of the senior while granting higher grade to the juniors between 1-1-1993 and 31-12-1994. There is no illegality thus in fixing the pay of the three steno typists in this case. It was done strictly in accordance with the terms of 3rd long term settlement.

4. In the light of the above contentions the only point that arises for consideration is :

“whether the pay of the three workmen were properly fixed?”

The evidence consists of the oral testimony of WWI and documentary evidence of Exts. W1 to W10 on the side of unions and MWI and Exts. M1 to M4 on the side of management.

5. The Point:

Smt. V.P. Mohini, Smt. K. Vasanthy and Smt. K. Lalithambika joined the service of Kerala Minerals and Metals Ltd., Chavara on 30-8-1978, 28-8-1978 & 30-3-1977 respectively in the post of Steno Typist Grade II. Smt. Vasanthy was promoted as Steno Typist Grade I w.e.f. 1-3-1984, then to Senior Grade Steno Typist w.e.f. 14-1-1985 and she was granted higher grade w.e.f. 14-1-1993. This can be seen from Ext. W7 which is statement submitted by the management to Assistant Labour Commissioner (Central) in respect of the industrial dispute raised by the unions before ALC (C). Similarly, the other Steno Typists also got promotion and higher grade w.e.f. 14-1-1993. There were long term settlements between the management and the unions periodically regarding service conditions of workmen. First of its kind was in effect from 1-1-1985. The 2nd long term settlement dated 10-1-1992 was in force till 31-12-1992. The 3rd settlement was due from 1-1-1993. But, admittedly, there was no long term settlement until 1997. During the interregnum there was an interim settlement which is Ext. M1 dated 3-9-1994. It was only a temporary arrangement since the company was running at a loss. Hence only an *ad hoc* increase in wages was allowed as per the interim settlement. The 3rd long term settlement was arrived at on 27-5-1997 which is Ext. M2 (or W1). This was given effect from 1-1-1993 for a period of 4 years. The dispute is centered round the terms of this settlement Ext. M2 settlement envisages 7 different scales. On the technical side there are about 1000 workers and on the administrative side, about 250 workers. As per Clause 24 of Ext. M2, the terms and conditions of service prevailing prior to Ext. M2 which are not altered, are to continue. One of such service conditions is that a worker who suffers stagnation for a period of 8 years is entitled to get a higher grade. The senior grade Steno Typists in this case on completion of 8 years in the same scale, got a higher grade on 14-1-1993. Since Ext. M2 settlement was in force from 1-1-1993 they were entitled for wage revision as workmen before they got higher grade, i.e. during the period from 1-1-1993 to 14-1-1993. After 13 days they got higher grade which was officer's scale. They were entitled to the revised scale in the higher grade also as per Clause 21 (i) of Ext. M2. It is contended by the management that no worker can be allowed to reap double benefit under the same settlement. It was due to the financial crunch during 1993 that an interim settlement was arrived at. Neither the management nor the union had intended to confer huge benefits to any of the workers. Even though the situation improved and later there was a long term settlement, which was given effect from 1-1-1993, Clause 21 (ii) restricts the pay of a junior to the level of the pay of his senior and not above it. Otherwise, such disparity is likely to create disharmony among workmen. Clause 21 (ii) of Ext. M2 reads:—

"In the case of those employees who are eligible for higher grade/promotion after 1-1-1993 till 31-12-1994, the basic pay arrived as above will be retained equal

to the basic pay applicable to his seniors, who are drawing a lower basic pay and who got higher grade before 1-1-1993. The difference of basic pay which was allowed to him and which is actually eligible to him as per the above fitment will be kept as a separate special allowance on ad hoc basis by adding the DA and HRA applicable to the above basic pay. When the revision of the scale of pay of officers will be implemented as on 1-1-1996, either the basic pay kept as ad hoc as above will be fixed in lieu of revision or the revision of officers whichever is beneficial to the employee concerned will be allowed."

6. The words "his seniors" mentioned in the clause are interpreted by the management as any of the persons in the same scale of pay irrespective of the category of technician or administrative staff. For example, it is pointed out that Ext. W2, guidelines for promotion, Annexure-I shows that Sl. No. 18 - Khalasi grade 'C', Khalasi grade 'B' and Khalasi grade 'A' and Sl. No. 38 - Steno Typist Gr. II, Gr. I and Sr. grade typist are in the same scale of pay and their line of promotion is as shown above. Therefore it is contended by the management that a Khalasi Grade 'A', if granted higher grade prior to 1-1-1993, he would be senior to a senior grade typist who gets higher grade after 1-1-1993. Such a senior grade typist cannot be permitted to draw a higher pay than a Khalasi grade 'A'. Hence according to the management the words "his senior" in clause 21 (ii) of Ext. M2 settlement means, a worker who gets higher scale, by virtue of promotion or higher grade, prior in time, is senior to a worker who is eligible to get the same higher scale later, irrespective of the category to which both belong i.e. technical staff or administrative staff. According to the management there can be only one category in one scale whether they are technical or administrative staff. Therefore, the words "his senior" means the senior in the same scale of pay. Whereas according to the union "his senior" means senior in the same category who follows the same line of promotion. For example, the line of promotion of Steno Typist is Steno Typist Grade II, Grade I, Senior Grade Steno Typist and Confidential Assistant/Personal Secretary. The line of promotion of technical staff is from among the technical staff only.

7. The contention of the management appears to be a circumvented interpretation. Ext. W3 is Office Order No. 135 of the company. It contains the rules governing seniority of the employees of the company. It is dated 22-8-1985. Clause 12 says that seniority lists would be prepared and maintained category-wise. It is further mentioned that when more than one category of posts constitute the feeder categories for promotion to a post, a combined seniority list of employees in all those feeder categories of posts will be prepared. So far as this case is concerned, the feeder categories of Confidential Assistants are Senior Grade Steno Typists and the feeder category of Senior Grade Steno Typists is Senior Typist Grade I and below that Grade II. No technicians or machine operators can be posted to any of the posts of Steno Typists merely on the basis that both categories are drawing the same scale. By no imagination these two sides of the staff can be categorised into one because their promotional prospects

are different and staff on the technical side cannot be posted on the administrative side because of the lack of skill or knowledge in that field. The converse is the position with regard to Stenographers or staff on the administrative side. Moreover it is mentioned in Ext. W2, Annexure -III Clause 3 that if any workman who was drawing equal or higher pay as compared to his junior belonging to the feeder category of the same higher post and was promoted earlier or along with the junior to the same higher post, receives less pay than his junior workman, the pay of the senior workman in the promoted scale may be stepped up to equal that of the junior workman. In fact that is the remedy that is available if a senior suffers because of lesser pay than his junior. But, both should be belonging to the same category and not different categories. The prospects of promotion of technical staff are higher than the steno typists. They latter are only a very few in the company and their promotion naturally would be very slow. To tide over that difficulty higher grade is given. The fact that the technical staff and administrative staff were drawing same scale of pay while working in their lower rungs of service is no justification to treat both as belonging to the same category. It is relevant to note a reply letter of the company to its own Assistant General Manager who had made a representation regarding anomaly in his pay. It is Ext. W5. It is stated that rectification of anomaly in pay, where a junior employee draws higher pay than that of a senior on account of implementation of revised scale of pay could be done by stepping up of the pay of the senior, provided the senior and the junior employees belong to the same feeder category. As such, the pay of AGM (MS) cannot be modified. Thus it points out that disparity could arise in fixation of pay only in case the junior and the senior belong to the same category and not different categories.

8. It was strongly contended by the union that the pay of the 3 workmen in this case were reduced in order to equalize it with that of the Accounts Officer, Shri C.K. Joy. The contention is supported by the very statement of the company Ext. W6 before ALC(C) in the industrial dispute filed by the unions. Ext. W7 is another statement submitted by the management again to ALC(C). It is clear from both statements that the pay of workers was reduced in order to equalize it with the pay of Accounts Officer, Shri C.K. Joy. According to the management Shri C.K. Joy is senior to the Senior Grade Typists in this case and such fixation is in accordance with Clause 21 (ii) of Ext. M2. But it is clear from Ext. W7 that Smt. Vasanthy became senior grade typist w.e.f. 14-1-1985 while Shri C.K. Joy became Assistant Accounts Officer only on 1-9-1990. Thereafter he became Accounts Officer on 1-9-1998. Whereas Smt. Vasanthy got higher grade while in the post of Senior Grade Steno Typist on 1-1-1993. So also, Smt. Vasanthy had joined service in 1978 while Shri C.K. Joy in 1979. These two persons cannot be categorized into one as neither Smt. Vasanthy can be an Accounts Officer nor Shri C.K. Joy can be a Steno Typist. Their lines of promotion are different. Therefore, there is no justification in comparing the post of Accounts Officer with the Steno Typist. The categories of staff are to be decided according to the line of promotion and the qualification required in respective posts. It is to be noted that even when the

Assistant Accounts Officer Shri C.K. Joy, became the Accounts Officer the Steno Typists in this case had not reached the top of their promotional ladder as Confidential Assistants. There is bleak chance for them to reach that height before their retirement. It is for such stagnation in the same scale that grade is given periodically. This will compensate an employee for the delay in promotion. Going by Clause 21 (i) of Ext. M2 settlement, the stenographers in this case are entitled to the benefits of revision and their basic pay cannot be brought down to equalize with any of the persons in a different category. "His seniors" in the clause means only seniors among the steno typists so far as steno typists are concerned. The long term settlement does not say that if an employee is entitled to benefit of revision as a workman and as an officer, that one of such benefits shall be denied to him. There is no such provision in the settlement. Till 13-1-1993 the steno typists in this case were workers in the senior grade. As per long terms settlement they were entitled to revised scale of pay w.e.f. 1-1-1993 as workmen (senior grade). Meanwhile on 14-1-1993 they got higher grade while in the post of senior grade. Thus their scale changed and became the scale of officer. Since the settlement was signed in 1997, though it was given retrospective effect from 1-1-1993, again the pay of these typists had to be revised on 14-1-1993. They might have got two revisions in a span of 13 days. The settlement does not ban that benefit. But it is to be noted that the benefit was given after a number of years of service, in 1998. Had a long term agreement been there on the respective dates of their promotion to higher grade they would have got the benefits then and there. An employee who was in the cadre of workman as on 1-1-1993 was eligible to get pay at the revised scale which cannot be denied by the employer. If that workman got a higher grade that is due to him as per terms of settlement, he is also entitled to get pay at the revised scale in the higher grade. The difference is that though the settlement was in 1997 these revised scales came into force w.e.f. 1-1-1993. The same benefit the employees would have got periodically had there been a settlement on time. Even if for a short spell there was no long term settlement, all such benefits were conferred later when the company began to prosper. Hence the interpretation of the management regarding pay fixation of steno typists is unreasonable and not in accordance with the terms of settlement. There is no reason to reduce the pay or equalize the pay of with that any other category of employees including the Accounts Officer, Shri C.K. Joy. Point is answered accordingly.

9. In the result, an award is passed finding that the fixation of pay of Smt. V.P. Mohini, Smt. K. Vasanthy and Smt. P. Lalithambika is not correctly done. They are entitled to get pay fixed in accordance with clause 21 (i) of Article XV of Memorandum of Settlement dated 27-5-1997 without any reduction as mentioned in Clause 21 (ii). No cost. The award will take effect one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 4th day of December, 2006.

P. L. NORBERT, Presiding Officer

APPENDIX**Witness for the Unions :**

WW1 - Shri Darions D'Criz

Witness for the Management :

MW1 - Shri N.K. Anil Kumar

Exhibits for the Union :

- W1 - Copy of Memorandum of Settlement dated 27-5-1997.
- W2 - Copy of guidelines for promotion of workmen.
- W3 - Photostat copy of O/o No. 135 of KMML dated 22-8-1985.
- W4 - Photostat copy of O/o No. 321 dated 1-11-1993.
- W5 - Photostat copy of letter dated 8-9-1999 issued by DGM (P&A) KMML to Shri K.P. Srrekumar.
- W6 - Photostat copy letter dated 6-10-2000 issued by the Managing Director, KMML to ALC(C), Thiruvananthapuram.
- W7 - Photostat copy of letter dated 7-12-2000 issued by the DGM (P&A), KMML to ALC (C), Thiruvananthapuram.
- W8 - Photostat copy of representation dated 7-8-2000 submitted by unions to the Managing Director, KMML.
- W9 - Memorandum of Settlement dated 28-5-1999.
- W10 - Photostat copy of Minutes of the Meeting dated 23-1-2004 between management and unions.

Exhibits for the Management :

- M1 - Photostat copy of Memorandum of Settlement dated 3-9-1994.
- M2 - Memorandum of Settlement dated 27-5-1997.
- M3 - List of employees of the Pigment Unit of KMML who are eligible for higher grade promotion.
- M4 - Memorandum of Settlement dated 28-5-1999.

नई दिल्ली, 22 दिसम्बर, 2006

का.आ. 161.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. हुट्टी गोल्ड माईंस के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलौर के पंचाट (संदर्भ संख्या सी आर संख्या 35/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-12-2006 को प्राप्त हुआ था।

[सं. एल-29011/2/2002-आई आर(एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 22nd December, 2006

S.O. 161.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CR No. 35/2002) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure

in the Industrial Dispute between the employers in relation to the management of M/s. Hutti Gold Mines and their workman which was received by the Central Government on. 22-12-2006

[No. L-29011/2/2002-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM-LABOUR COURT,
BANGALORE**

Dated : 28th August, 2006

PRESENT

Shri A. R. Siddiqui, Presiding Officer

C.R. No. 35/2002

I Party

Sh. C. Ramachandrappa,
C/o Shri Fathirajan,
President, HGML
Chitradurga Gold
Union, P B No. 4,
CHITRADURGA.

II Party

The Deputy General
Manager
M/s. Hutti Gold
Mines, Chitradurga
Gold Unit,
P B No. 4,
CHITRADURGA.

APPEARANCES**I Party**

:

Shri H N Venkatesh
Advocate

II Party

:

Smt. Usha Rani
Advocate

AWARD

The Central Government by exercising the powers conferred by Clause (d) of sub-section (1) and Sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute *vide* Order No. L-29011/2/2002 (IR(M)) dated 18-07-2002 for adjudication on the following schedule :

SCHEDULE

"Whether the industrial dispute raised by HGML Chitradurga Gold Unit Employees Association against the management of Hutti Gold Mines Co. Ltd. , over anomalies in promotion in the case of Sh. C Ramachandrappa justified ? If so, to what relief the concerned workman is entitled?"

2. The case of the first party workman whose case has been espoused by Hutti Gold Mines Limited, Chitradurga Gold Unit Employees Association as made out, in the claim statement, in brief is that he joined the services of the management as a Disc Clerk on 26-7-1974 and after having opted for V R S, his services came to be relieved on 23-11-2001. He contended that on account of promotion anomalies he raised the dispute with the management that he has been denied promotion in preference to many of his Juniors promoted on 28-8-2000. He made representation immediately there after on 27-6-2000 and again on 28-6-2000 when another batch of his juniors were promoted denying him the legitimate right

of his promotion. Had he been promoted he would have got more benefits towards gratuity and other service benefits; that one Mr. E P Thippeswamy and others who are Juniors to him have been promoted as per order dated 27-6-2000 and 28-6-2000 and therefore he requested the management to accord notional promotion to him and to pay all monetary benefits; that the action of the management in denying promotion to him while giving promotion to his juniors during 2000 was illegal and therefore direction may be given to the management to promote him setting right the anomaly in promotion and to pay him consequential benefits.

3. The management by its counter statement, among, other grounds contended that first party was working as a Disc Clerk and after having opted for V R S, his V R S application was accepted and was relieved from the management company w.e.f. 24-11-2001 and all his dues have been settled and therefore now he cannot raise an Industrial Dispute and it is liable to be rejected as not maintainable; that due to acute financial crises coupled with non-availability of graded ore to sustain the unit the company was making all its efforts to guide the destiny of the mine as nearly 500 employees were depended on its unit and therefore management offered V R S for the employees; that the I party who was working as Disc Clerk was not diligent in his performance and whittled away the opportunities provided to him to work as an Canteen Supervisor but his performance was not good even as an Canteen Supervisor, therefore, he was again taken back to original post of Disc Clerk. He was also tried as a Time Section but has never shown interest in his work, he was unable to perform his duties and whereas said Mr. E P Thippeswamy was capable of handling work independently and was efficient with his good performance, therefore though he was junior to the I party but keeping in view his efficiency, skill, knowledge etc., was promoted. That the committee will recommend promotions as promotions are based on seniority and efficiency but the I party was not found eligible to be considered for promotion despite given him sufficient opportunity to improve his work and performance; that in view of the V R S introduced by the management, the I party had opted for V R S and his application having been accepted he has been relieved from duties, therefore, he cannot raise present dispute and therefore the reference is liable to the dismissed.

4. The I party workman in support of his case filed his affidavit evidence by way of examination-in-chief reiterating the averments made by him in his claim statement stating that he opted for V R S as more than 27 Juniors to him were promoted from workmen cadre in the post to Disc Clerk to the post of Second Division Clerk and his seniority was overlooked. He further stated that on account of denial of promotion to him there has been a great financial loss and mental agony suffered by the I party. In his cross examination he denied the suggestion that his performance

as a Disc Clerk was not satisfactory and so also his performance as a Canteen Supervisor was not found satisfactory and that despite the opportunity given to him to improve his performance he failed to do so. He denied the suggestion that there is a departmental committee to access the performance of the workman for the purpose of promotion and said Thippeswamy though happened to be his Junior got promotion on account of his performance of the work and that promotion was being given on the basis of the performance by the employees concerned. He admitted that he has taken V R S and had taken compensation but denied the suggestion that his dispute subsequent to V R S is not maintainable. In his further examination-in-chief following 11 documents have been marked at Ex W-1 to Ex W-11 :

- “1. Copy of Certificate of service dt. 18-12-2001.
2. List of workers promoted dt. 27-06-2000.
3. List of workers promoted dt. 28-08-2000.
4. Promotion order dt. 28-7-2000 of Siddappa.
5. Promotion order dt. 24-6-2000 of P. S. Nagendra Reddy and Sri B. R. Manjunatha.
6. Promotion order dt. 24-6-2000 of Sri Rajappa and V. V. Chandran.
7. Promotion order dt. 24-6-2000 of Smt. P. V. Vimalkutty.
8. Promotion order dt. 12-7-2000 of M Vijaya Kumar and Sri G. K. Govinda Reddy.
9. Promotion order dt. 12-7-2000 of P R Siddallingappa.
10. Promotion order dt. 24-6-2000 of G. Suresh.
11. 2 salary slips in originals pertaining to I party for the month of October 2001 November 2001 and November.

5. The Management on its behalf filed an affidavit of Deputy Manager (Personnel), reiterating the various contentions taken by it in the Counter Statement resisting the claim of the I party. In his examination-in-chief following 10 documents were marked at Ex M-1 to Ex M-10 :

- “1. Application by letter dt. 08-10-2001 by Mr. C. Ramachandrappa.
2. Acceptance of Voluntary Retirement Scheme Application dated 24-10-2001.
3. Relieving Order by letter dt. 23-11-2001.
4. Undertaking given by C. Ramachandrappa.

5. Two settlement voucher of C. Ramachandrappa.
6. Application for gratuity by C. Ramachandrappa
7. Gratuity settlement receipt of C. Ramachandrappa.
8. Personnel Card of C. Ramachandrappa containing two pages.
9. Office Order by letter dt. 15-4-2000 with regard to work allocation.
10. Procedure for promotional Roster letter dt. 3-4-2000."

and there was no cross-examination to this witness on behalf of the I party, he being discharged as he and his counsel remained absent when the case was taken up for his cross-examination.

6. When the matter was taken up for final arguments on merits, on 3-8-2006, I party and his counsel remained absent and after hearing the learned counsel for the management case is posted for this day for award.

7. Learned Counsel for the management argued that first of all the present dispute is not maintainable, it being raised in the year 2002 when the I party was not in the service of the management having been relieved from duties under V R S as far back as 23-11-2001. It was further argued that the promotion policy of the management is based upon Seniority-cum-Performance and since the I party as a Disc Clerk or as a Canteen Supervisor did not improve his performance, he was not considered for promotion and whereas performance of his Juniors being found satisfactory, they have been promoted in preference to the I party. She also contended that the statement of the management witness speaking to the aforesaid facts has also gone unchallenged and undisputed there being no cross-examination for the I party and therefore the affidavit of the I party stating that he has been denied promotion illegally is liable to be rejected not being supported by any independent evidence and in the absence of the cross-examination of the management witness.

8. After having gone through the records, I find substance in the arguments advanced for the management. As argued for the management, the mere affidavit of the I party saying that he has been denied promotion illegally in preference to his Juniors cannot be taken a proof sufficient to suggest that the management acted illegally in denying him promotion in preference to his juniors. The documents produced by the I party at Ex W-1 to Ex W-11 will not advance his cause any further. Ex W-1 is the certificate of service dated 18-12-2001 and it is not relevant for the purpose except but to suggest that he has been

relieved from service on 23-11-2001 under V R S scheme. The documents at Ex W-2 to Ex W-10 are the various order promoting other employees on various duties mentioned therein and these are the promotion orders taken place in the year 2000, the last document at Ex W-11 and the two pay slips in original of the management of October 2001 and November 2001. Therefore, these documents will not help the case of the I party except to suggest that many of the Juniors have been promoted in the year 2000 in preference to his case for promotion.

9. As noted above statement of the management witness and the documents produced by the management have gone unchallenged and undisputed. Particularly his evidence that performance of the I party was not found satisfactory though he was given ample opportunities as a Disc Clerk and as a Canteen Supervisor. His statement that there is a Departmental Promotion Committee to look into the merits of the promotion based on the efficiency in the work and the performance for recommendation of promotion in respect of any employee has again remained undisputed not being contraverted there being no cross examination to the said witness. The fact that I party has been relieved from duty w.e.f. 23-11-2001 after having opted for V R S, infact has been very much admitted by the I party himself and therefore as argued for the management the reference on hand for the dispute raised by the I party in the year 2002 after having been relieved from service w.e.f. 23-11-2001, first of all has to be dismissed as undisputedly as on the date he raised disputed was not the employee of the management; secondly on merits also there is absolutely no case made out by the I party that denial of his promotion by the management was illegal or arbitrary. As noted above, the statement of MW 1 who had spoken to the fact that the performance of the I party as Disc Clerk and Canteen Supervisor was not found satisfactory and therefore his Juniors have been promoted has not been challenged or denied there being no cross-examination to him on behalf of the I party, likewise his statement that it is the Departmental Promotion Committee who recommends for promotion based on efficient knowledge of work etc., and that I party was not found suitable for promotion by the said committee has again remained controverted there being no cross-examination to the said witness by the I party. In the result, the reference on hand deserves no merits and therefore liable to be rejected. Hence, the following award:

ORDER

Reference stand dismissed. No orders to costs.

(Dictated to L D C, transcribed by him, corrected and signed by me on 28th August, 2006)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 22 दिसम्बर, 2006

का.आ. 162.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैगनीज और (इंडिया) लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या एन जी पी 55/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-12-2006 को प्राप्त हुआ था।

[सं. एल-27012/3/94-आई आर(एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 22nd December, 2006

S.O. 162.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. NGP/55/2002) of the Central Government Industrial Tribunal/Labour Court Nagpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Manganese Ore (India) Ltd. and their workman which was received by the Central Government on 22-12-2006.

[No.L-27012/3/94-IR(M)]

N. S. BORA, Desk Officer

ANNEXURE

**BEFORE SHRI A. N. YADAV PRESIDING OFFICER
CGIT-CUM-LABOUR COURT, NAGPUR.**

CASE NO. NGP/55/2002

Date 30-11-2006

Shri Mannalal Nagote,
Through The Secretary General,
Rakshtriya Manganese Mazdoor Sangh,
[INTUC]

....Petitioner

Versus

The Chairman-cum- Managing Director,
Manganese Ore [I] Ltd.,
3, Mount Road Extension,
Nagpur.

....Respondent

AWARD

1. The Central Government after satisfying the existence of disputes between Shri Mannalal Nagote, Though The Secretary General, Rakshtriya Manganese Mazdoor Sangh [INTUC] Party No. 1 and The Chairman-cum-Managing Director, Manganese Ore [I] Ltd., 3, Mount Road Extension, Nagpur Party No. 2 referred the same for adjudication to this Tribunal vide its Letter No. L-27012/3/94-IR(Misc.) Dt. 09-06-1995 under clause (d) of sub section (1) & (2A) of Section 10 of Industrial Disputes Act, 1947 [14 of 1947] with the following schedule.

2. "Whether the action of the Sr. Manager [Mines] Tirodi Mine of Manganese Ore [India] Ltd., P. O. Tirodi, Distt. Balaghat [M.P.] in dismissing Shri Mannalal

Nagote Clerk Grade I of Tirodi Mine of MOIL w.c.f. afternoon of 11-01-1994 is proper and justified? If not to what relief the said workman is entitled to?"

3. It appears that the petitioner Shri Mannalal Nagote Clerk Grade No. I of Tirode Mine of MOIL has been dismissed after completing inquiry for the charges of committing fraud and cheating etc. w.c.f. 11-01-1994. The petitioner challenged it before A.L.C. and as the disputes were not settled as mentioned above. A reference is made by the Ministry to the Tribunal. It seems that the reference was initially made to CGIT-cum-Labour Court, Jabalpur as at that time there was no independent Tribunal at Nagpur. No body appeared before it and it was pending for a statement of claim till 11/07/2002. On which date the reference has been transferred to the CGIT-cum-Labour Court, Nagpur consequent upon the establishment of this Tribunal.

4. Here at Nagpur against the notices were issued to the parties even by registered post but nobody appeared in response to them and the dispute was pending for filing the Statement of Claim by the Petitioner. However, on 29-07-2004 the counsel for the Respondent MOIL Mr. Shashi appeared and filed his written statement though the Statement of Claim on behalf of Petitioner was not on record. The petitioner continued to remain absent and the case remain pending for filing the Statement of Claim by him. On 20/09/2006 also it was pending for filing the Statement of Claim by the petitioner, nobody appeared till this period on any of the dates on behalf of the petitioner. Consequently the Statement of Claim is never filed by the petitioner. It seems that though it is pending from 1995 the petitioner did not care to file any Statement of Claim and I do not think it is necessary or proper to continue the case for the same reason, though more than 10 years are lapsed. It indicates that the petitioner is not interested and he is not at all entitled for any relief as claimed by him. In the result I answer the dispute in the negative that he is not entitled for any relief or action taken by the management is proper and justified. Its stands dismissed for the default of the petitioner for not filing of the Statement of Claim. Thus the award.

Dated 30-11-2006

A. N. YADAV, Presiding Officer

नई दिल्ली, 22 दिसम्बर, 2006

का.आ. 163.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कर्मचारी राज्य बीमा निगम के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नागपुर के पंचाट (संदर्भ संख्या एन जी पी 156/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-12-2006 को प्राप्त हुआ था।

[सं. एल-15011/1/2003-आई आर(एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 22nd December, 2006

S.O. 163.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. NGP/156/2006) of the Central Government Industrial Tribunal/Labour Court Nagpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Employee State Insurance Corporation and their workman which was received by the Central Government on 22-12-2006.

[No. L-15011/1/2003-IR(M)]

N. S. BORA, Desk Officer

ANNEXURE

**BEFORE SHRI A. N. YADAV PRESIDING OFFICER
CGIT-CUM-LABOUR COURT, NAGPUR.**

CASE NO. NGP/156/2003 Date 1-12-2006

Petitioner : The President, ESIC, SRO,

Party No. 1 Panchdeep Bhawan, Ganeshpeth,
Nagpur-440018.

Versus

Respondent : The Joint Director,
Party No. 2 Employee State Insurance
Corporation Panchdeep Bhawan,
Ganeshpeth, Nagpur

AWARD

Dated : 1st December 2006

1. The Central Government after satisfying the existence of disputes between THE PRESIDENT, ESIC, SRO, Panchdeep, Bhawan, Ganeshpeth, Nagpur-440 018 Party No.1 and THE JOINT DIRECTOR, Employee State Insurance Corporation Panchdeep Bhawan, Ganeshpeth, Nagpur Party No.2 referred the same for adjudication to this Tribunal vide its Letter No. L-15011/1/2003 [IR(M)] Dt. 02-07-2003 under clause (d) of sub Section (1) and sub Section (2A) of Section 10 of Industrial Disputes Act, 1947 [14 of 1947] with the following schedule.

2. "Whether the action of the management of ESI Corporation Nagpur through its Joint Director in not paying proportionate wages to the part time Sweeper / Scavengers and Water Carriers engaged by their offices is proper, legal and justified? If not, what relief the said part time Scavengers Sweepers and water carriers are eligible to ?".

3. The perusal of record indicates that the present petitioner did not attend the Tribunal despite the notice right from the receipt of the disputes to the court. The Respondent on 26-07-2005 appeared and his counsel filed the Vakalatnama Later on nobody appeared even till today

i.e. on 01-12-2006 when the case came up for hearing before the Tribunal. This indicates the petitioner is not at all interested and no purpose will be served in keeping the case pending. Hence it is dispose of for default of the petitioner. The dispute is answered that the action of the management is proper and the petitioner is not entitled for any relief.

Hence this award.

Dated 1-12-2006

A. N. YADAV, Presiding Officer

नई दिल्ली, 22 दिसम्बर, 2006

का.आ. 164.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार द मैगनीज ओर (इंडिया) लिमिटेड के प्रबंधन के संबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नागपुर के पंचाट (संदर्भ संख्या एन जी पी 78/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-12-2006 को प्राप्त हुआ था।

[सं. एल-27012/4/97-आई आर(एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 22nd December, 2006

S.O. 164.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. NGP/78/2002) of the Central Government Industrial Tribunal/Labour Court Nagpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of The Manganese Ore (India) Ltd. and their workman which was received by the Central Government on 22-12-2006.

[No. L-27012/4/97-IR(M)]

N. S. BORA, Desk Officer

ANNEXURE

**BEFORE SHRI A. N. YADAV PRESIDING OFFICER
CGIT-CUM-LABOUR COURT, NAGPUR.**

CASE NO. NGP/78/2002 Date 1-12-2006

Petitioner : Smt. Laxmibai W/o Late Shri Venkat

Party No. 1 Kishan Somkuwar, S. M. K. K. Sangh,
The President Kamgar Bhawan,
Hardas Nagar, Kamptee,
Dist. Nagpur.

Versus

Respondent : The Manganese Ore, (India) Ltd.,
Party No. 2 3, Mount Road, Extension, Nagpur

AWARD

Dated : 1st December, 2006

1. The Central Government after satisfying the existence of disputes between Smt. Laxmibai W/o Late Shri Venkat Kishan Somkuwar, S.M.K.K. Sangh, The President Kamgar Bhawan, Hardas Nagar, Kamptee, Dist. Nagpur Party No. 1 and The Joint Director, Employee State Insurance Corporation Panchdecp Bhawan, Ganeshpeth, Nagpur Party No. 2 referred the same for adjudication to this Tribunal *vide* its Letter No. L-27012/4/97-IR(M) Dt. 04-02-1998 under clause (d) of sub Section (1) & Sub Section (2A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947) with the following schedule.

2. "Whether the action of the management of Manganese Ore, (India) Ltd., Nagpur in not providing job to Smt. Laxmibai widow of Shri Venkat Somkuwar a piece rates through the President Sidharth Manganese Khadan Kamgar Sangh, Kamptee, Dist. Nagpur on the ground of her medical unfitness, is legal, proper and justified? If not to what relief Smt. Laxmibai is eligible?"

3. The reference came up for hearing on 1-12-2006 before the Tribunal, nobody is present for any of the party. The perusal of record indicates that the dispute was initially referred to C.G.I.T.-cum-Labour Court, Jabalpur. It was later on transferred to this court in the month of August 2002. The notices were sent to the Petitioner as well as to the management even by registered post nobody appeared right from the date of receipt of the reference. The petitioner or the Union representative did not file their appearance in the case for near about 4 years. The counsel for the Management appeared and he has filed even W.S. but the Petitioner or the Union has not filed even a Statement of Claim till today. I do not think it proper to continue the case pending for filing of the Statement of Claim though the petitioner is not attending the court from such long time. Hence it is disposed of for the default of the petitioner. Its stands as dismissed and the award is passed that the action of the management is legal, proper and the petitioner is not entitled for any relief.

Hence this award.

Dated 1-12-2006 A. N. YADAV, Presiding Officer

नई दिल्ली, 22 दिसम्बर, 2006

का.आ. 165.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. मैगनीज ओर (इंडिया) लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नागपुर के पंचाट (संदर्भ संख्या एन जी पी 29/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-12-2006 को प्राप्त हुआ था।

[सं. एल-27011/8/2003-आई आर(एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 22nd December, 2006

S.O. 165.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. NGP/29/2004) of the Central Government Industrial Tribunal-cum-Labour Court Nagpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Manganese Ore (India) Ltd. and their workman which was received by the Central Government on 22-12-2006.

[No. L-27011/8/2003-IR(M)]

N. S. BORA, Desk Officer

ANNEXURE

**BEFORE SHRI A. N. YADAV PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR.**

CASE NO. NGP/29/2004**Date 4-12-2006**

Petitioner/Worker Shri Bhushan Laxman, Piece rated
Party No. 1 Worker of Chikhla Mine, through the
Secretary, Rashtriya Manganese
Mazdoor Sangh, (INTUC) Bansi Villa
Compound, Katol Road,
Nagpur-440013

Versus

Respondent/Management The General Manager (P),
Party No. 2 M. O. (I) Ltd., 3 Mount
Extension, P. O. Box No 34,
Nagpur-440001.

AWARD

Dated : 4th December 2006

1. The Central Government after satisfying the existence of dispute between Shri Bhushan Laxman, through the Secretary, Rashtriya Manganese Mazdoor Sangh, (INTUC) Bansi Villa Compound, Katol Road, Nagpur-440013 Party No. 1 and The General Manager (P) Party No. 2 referred the same for adjudication to this Tribunal *vide* its Letter No. L-27011/8/2003-IR(M) Dt. 24-02-2004 under clause (d) of sub section (1) and sub Section (2A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947) with the following schedule.

2. "Whether the action of the management of Manganese Ore, (India) Ltd., Nagpur in imposing the penalty of dismissal w.e.f. 15-1-2003. on Shri Bhushan Laxman, Piece rated worker of Chikhla Mine, is justified? If not to what relief the workman concerned is entitled?"

3. The reference came for hearing on before the Tribunal, on 4-12-2006. Today the petitioner is absent and on behalf of respondent his counsel is present. It seems that the notices of this reference were issued to both the parties on 13-6-2005. Nobody appeared for the petitioner on behalf of Management its counsel is present. The petitioner workman never appeared before this court either

in response to the notice issued by the Ministry or a notice issued by this Tribunal. Right from 13-6-2005 the case is pending for Statement of Claim and till today even the statement of claim is not filed, though more than the year has been lapsed. This indicates that the petitioner is not interested in prosecuting the reference as he is not attending the court. Hence it is dispose of for his default and the reference is answer that the petitioner workman party No. 1 Bhushan Laxman is not entitled for any relief and the action of the management is legal and proper.

Hence this award.

Dated 4-12-2006 A. N. YADAV, Presiding Officer

नई दिल्ली, 22 दिसम्बर, 2006

का.आ. 166.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान जिंक लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय अजमेर के पंचाट (संदर्भ संख्या सी आई टी आर 8/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-12-2006 को प्राप्त हुआ था।

[सं. एल-29012/47/99-आईआर(एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 22nd December, 2006

S.O. 166.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CITR/8/99) of the Central Government Industrial Tribunal-cum-Labour Court Ajmer now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Hindustan Zinc Ltd. and their workman which was received by the Central Government on 22-12-2006.

[No. L-29012/47/99-IR(M)]

N. S. BORA, Desk Officer

अनुबंध

न्यायालय श्रम एवं औद्योगिक न्यायाधिकरण, अजमेर (राज.)

पीठासीन अधिकारी श्री जी. एम. शेखावत, आरएचजेएस

प्रकरण संख्या-सीआईटीआर-8/1999

रेफरेंस नं. एल-29012/47/99-आईआर (एम)

दिनांक 28-5-99

श्री लोकेंद्र सिंह राठौड़ पुत्र श्री मानसिंह राठौड़

निवासी-लुंवा खरीका,

तहसील खुर्दा जिला भीलवाड़ा, राज.

बनाम

हिन्दुस्तान जिंक लिमिटेड, दी जनरल मैनेजर,

रामपुरा आगूचा माईस,

भीलवाड़ा (राज.)

प्रार्थी

अप्रार्थी

उपस्थित : श्री एस. के. भार्गव, अधिवक्ता, प्रार्थी।

श्री मनोज शर्मा, अधिवक्ता, अप्रार्थी।

दिनांक 22-11-2006

अवार्ड

केंद्र सरकार द्वारा प्रेषित विवाद निम्न प्रकार है :-

“Whether the action of the management of Hindustan Zinc Ltd., Rampura, Aghucha Mines, P.O. Aghucha Distt. Bhilwara in terminating the service of Sh. Lokendra Singh Rathore S/o Shri Man Singh Rathore w.e.f. 1-1-91 is legal and justified”? If not what relief the concerned workman is entitled to?”

नोटिस के उपरांत उभयपक्ष उपस्थित आये। प्रार्थी ने कलेम के विवरण में अंकित किया है कि प्रार्थी श्रमिक प्रतिपक्षी के पत्र दिनांक 22-9-89 के द्वारा 750/- रु. माहवार पर कनिष्ठ लिपिक के पद पर नियुक्त किया गया था। नियुक्ति पत्र में अवधि समय-समय पर बढ़ायी गयी और अंतिम बार 31-12-90 तक के लिए सेवा बढ़ाई गयी। प्रार्थी ने 22-9-89 से 31-12-90 तक निरंतर कनिष्ठ लिपिक के पद पर 240 दिन से अधिक अवधि तक कार्यरत रहा। समस्त भुगतान प्रतिपक्षी द्वारा किया गया। प्रतिपक्षी प्रार्थी का नियोजक था। दिनांक 1-1-91 को प्रतिपक्षी ने प्रार्थी को कार्य पर रखने से इंकार कर दिया जिसका कोई कारण नहीं बताया न ही सेवा पृथक का लिखित आदेश दिया। सेवा समाप्त करने से पूर्व न कोई नोटिस दिया न कोई विभागीय कार्यवाही की क्षतिपूर्ति की राशि अदा नहीं की अतः धारा 25एफ औद्योगिक विवाद अधिका उल्लंघन किया है। अतः वेतन भत्तों सहित प्रार्थी को पुनर्स्थापित करने की प्रार्थना की गयी है।

प्रतिपक्षी ने उत्तर में अंकित किया है कि प्रार्थी प्रतिपक्षी के नियोजन में श्रमिक नहीं है इसलिए सेवामुक्ति का प्रश्न ही उत्पन्न नहीं होता। पत्र दिनांक 22-9-89 से ही स्पष्ट है कि प्रार्थी को तत्काली एस. सी. ओ. गुलाबपुरा के सिफारिश पर उनके निर्देशों और नियंत्रण में ही और उनके कार्यालय में कार्य करने हेतु विशेष कार्य अर्थात् हिंदुस्तान जिंक लिमिटेड के लिए भूमि अवाप्ति के कार्य के लिए शुरू में दो माह के लिए कार्य दिया गया था। इस प्रकार उभयपक्ष में नियोजक और नियोज्य के संबंध नहीं थे। प्रतिपक्षी की केवल भुगतान की जिम्मेदारी थी। एस. डी. ओ. कार्यालय में स्टाफ की कमी के कारण भूमि अवाप्ति के कार्य के लिए प्रार्थी को लगाया गया था। उभयपक्ष में विशेष कार्य करने की सविदा थी अर्थात् दोनों के मध्य कांटेक्ट फार सर्विस था न कि कांटेक्ट ऑफ सर्विस। प्रतिपक्षी में नियोजन हेतु एक निश्चित प्रक्रिया है। एम्प्लॉयमेंट एम्सचेंज से नाम मंगाये जाते हैं या विज्ञप्ति समाचार पत्रों में प्रकाशित कर प्रार्थना पत्र आमंत्रित कर परीक्षा और जांच की जाती है। सक्षम व्यक्तियों को परिवीक्षा पर न्यूनतम एक वर्ष के लिए रखा जाता है तदुपरांत संतोषप्रद सेवा होने पर नियमित नियोजन में रखा जाता है। निरंतर 240 दिन कार्य करने से इंकार है। प्रार्थी ने हिंदुस्तान जिंक का कोई कार्य नहीं किया। यह धारा 2(00) औद्योगिक विवाद अधि. के अंतर्गत

अधिक से अधिक अपवाद में आता है। ऐसी स्थिति में औद्योगिक विवाद अधिनियम के किसी प्रावधान की पालना किये जाने की आवश्यकता नहीं थी। अंत में क्लेम निरस्त करने की प्रार्थना की है।

प्रार्थी ने अपने क्लेम की संपुष्टि में स्वयं का शपथ पत्र प्रस्तुत कर प्रतिपरीक्षण करवाया है। प्रलेखीय साक्ष्य में प्रदर्श डब. 1 से प्रदर्श डब. 8 प्रलेखों की प्रतियां प्रदर्शित करवाकर प्रस्तुत की। प्रतिपक्षी ने प्रदीप कुमार पांडे उपप्रबंधक का शपथ पत्र प्रस्तुत कर प्रतिपरीक्षण करवाया है। प्रलेखीय साक्ष्य में प्रदर्श एम-1 से 26 प्रलेखों की प्रतियां प्रदर्शित करवा कर प्रस्तुत की।

उभयपक्ष का श्रवण किया, पत्रावली का अवलोकन किया। प्रार्थी के अधिवक्ता ने 1994 (2) आरएलआर 32 दृष्टांत पेश किया। अप्रार्थी के अधिवक्ता ने 2006 एलएलआर 68 दृष्टांत पेश किया। दोनों पक्षों द्वारा प्रस्तुत उक्त दृष्टांतों का ससम्मान अध्ययन किया।

उभयपक्ष ने अपने-अपने अधिवक्ताओं में अंकित कथनों की ही बहस में पुनरावृत्ति की है। जहां तक प्रार्थी द्वारा सेवामुक्ति की दि. 1-1-91 से गत वर्ष में 240 दिन कार्य करने के प्रश्न का संबंध है, प्रतिपक्षी ने प्रार्थी द्वारा उक्त अवधि में 240 दिन से अधिक कार्य करने से अपने अधिवक्ताओं में इंकार किया है। प्रार्थी ने इस संबंध में प्रदर्श डब. 1 से डब. 8 प्रलेखों की प्रतियां प्रदर्शित की हैं। प्रदर्श डब. 1 और उक्त अन्य प्रलेखों से स्पष्ट है कि प्रार्थी ने आदेश दि. 25-1-90 के अनुसार 27-1-90 से 26-2-90 पत्र दि. 15-3-90 के अनुसार 27-2-90 से 31-3-90 पत्र दि. 3-11-90 के अनुसार 1-10-90 से 31-10-90 पत्र दि. 19-12-90 के अनुसार 1-11-90 से 30-11-90 और पत्र दिनांक 7-1-91 के अनुसार 1-12-90 से 31-12-90 तक कार्य किया है जो कुल 155 कुल दिवस होता है। इस प्रकार प्रार्थी ने प्रार्थी के प्रलेखों के अनुसार ही गत कैलेंडर वर्ष में कुल 155 दिन ही कार्य किया है। इसके अतिरिक्त उक्त प्रलेखों और नियुक्ति आदेशों से स्पष्ट है कि एस. डी. ओ. गुलाबपुरा की अभिशंसा पर भूमि अवाप्ति के कार्य हेतु एस. डी. ओ. ऑफिस में ही उसके निर्देश और नियंत्रण में कार्य करने हेतु प्रार्थी को रखा गया था। प्रार्थी को प्रारंभ में दो माह के लिए रखा गया था। उसके पश्चात् प्रार्थी ने जब-जब कार्य किया तब तक की उसकी अवधि पिछली तारीख से आगे की तारीख तक एक-एक माह के लिए बढ़ाई जाती रही अंतिम तीन माह के कार्य को उपखंड अधिकारी ने ही प्रमाणित किया है। जिसके संबंध में प्रतिपक्षी का कोई पत्र नहीं है। इस प्रकार यह स्पष्ट है कि प्रार्थी को एस. डी. ओ. की सिफारिश पर एस. डी. ओ. के निर्देशन और नियंत्रण में एस. डी. ओ. के ऑफिस में भूमि अवाप्ति का कार्य करने हेतु एक निश्चित अवधि के लिए रखा गया था। अतः यह काट्रेक्ट फॉर सर्विस था, काट्रेक्ट ऑफ सर्विस नहीं। अतः धारा 2 (00) औद्योगिक विवाद अधिनियम के अंतर्गत प्रार्थी का मामला छंटनी की परिभाषा में नहीं आता। क्योंकि प्रार्थी को भूमि अवाप्ति के कार्य हेतु एस.डी.ओ. की सहायतार्थ उसके ऑफिस में कार्य हेतु निश्चित अवधि के लिए रखा गया था। अतः धारा 25एफ औद्योगिक विवाद अधिनियम का उल्लंघन नहीं माना जा सकता।

आदेश

फलतः प्रस्तुत विवाद का उत्तर इस प्रकार से दिया जाता है कि हिंदुस्तान जिंक लिमिटेड आगूवा जिला भीलवाड़ा से प्रबंधन द्वारा लोकेंद्र सिंह राठौड़ पुत्र श्री मानसिंह राठौड़ की सेवार्य दि. 1-1-91 से समाप्त करना उचित एवं वैध है। प्रार्थी कोई अनुतोष प्राप्त करने का अधिकारी नहीं है।

जी. एस. शेखावत, न्यायाधीश

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 167.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कोच्ची रिफाइनरीज लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, एरनाकुलम कोच्ची के पंचाट (संदर्भ संख्या 173/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-12-2006 को प्राप्त हुआ था।

[सं. एल-30012/117/97-आई आर(सी-1)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th December, 2006

S.O. 167.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 173/2006) of the Central Government Industrial Tribunal/Labour Court Ernakulam-Kochi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Kochi Refineries Ltd. and their workman, which was received by the Central Government on 22-12-2006.

[No.L-30012/117/97-IR(C-1)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present

Shri P. L. Norbert, B.A., L.L.B., Presiding Officer

(Tuesday the 12th day of December, 2006/21st Agrayayana, 1928)

I.D. 173/2006

(I.D.199 of Labour Court, Ernakulam)

Workman/Union :

The Vice President
Kochi Refineries
Employees Association
Ambalamughal
Kochi.

Adv. Shri C.S. Ajith Prakash.

Management :

The General Manager
(HRM)
Kochi Refineries Ltd.
Ambalamughal
Kochi.

Adv. M/s Menon & Pai.

AWARD

This is a reference made by Central Government under Section 10 (1)(d) of Industrial Disputes Act, 1947 to this court for adjudication. The reference is :

"Whether the union is justified in demanding the disposal of grievances of workmen listed in Annexure 'A1' as per Clause 31 of certified standing orders? If so, what directions are required to be issued?"

2. When the matter came up for consideration the learned counsel for the union reported that the demand of the union for disposal of the grievance of workmen listed in Annexure A1, as per Clause 31 of certified standing orders, is met by the management and in respect of those grievances the union has no dispute at present. However they are concerned about future delay in disposal of similar grievances to be raised by the workmen. But suffice to say that the present dispute is not in existence as grievances of the workmen are met and redressed by the management.

3. In the result, an award is passed finding that the grievances of the workmen is redressed by the management and therefore the demand of the union for disposal of grievances of the workmen listed in Annexure A1, as per Clause 31 of certified standing orders, is not justified. No cost.

Dictated to the personal Assistant, transcribed and typed by her, corrected and passed by me on this the 12th day of December, 2006.

Appendix Nil

P.L. NORBERT, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 168.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार सी. पी. डब्ल्यू. डी. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं. II, नई दिल्ली के पंचाट (संदर्भ संख्या 63/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2006 को प्राप्त हुआ था।

[सं. एल-42011/9/2006-आई आर(डी यू)]
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 27th December, 2006

S.O. 168.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 63/2006) of the Central Government Industrial Tribunal-cum-Labour Court No. II, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of C. P. W. D. and their workman, which was received by the Central Government on 27-12-2006.

[No. L-42011/9/2006-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE THE PRESIDING OFFICER: CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II, NEW DELHI**

PRESIDING OFFICER: R.N. RAI LD. No. 63/2006

In the matter of :

Shri Bhag Chand and Another,
C/o. The Joint Secretary,
All India CPWD (MRM) Karamchari Sangathan (Regd.),
4823, Balbir Nagar Extension,
Gali No. 13, Shahdra,
Delhi.

Versus

The Superintending Engineer, Co-ordination Circle,
(Elec.), CPWD,
R.K. Puram,
New Delhi.

AWARD

The Ministry of Labour by its letter No. L-42011/9/2006-IR(DU) Central Government dt. 11-7-2006 has referred the following point for adjudication.

The point runs as hereunder :—

"Whether the demand of the All India CPWD (MRM) Karamchari Sangathan in seeking regularization of the services of (i) Shri Bhag Chand and Shri Ram Kishan in the highly skilled category and (ii) that of the seven workmen as listed in the Annexure from the date of completion of 240 days service is just, fair and legal? If so, to what relief the workmen concerned are entitled to and from which date."

It transpires from perusal of the order sheet that registered notice was sent to the workmen on 21-8-2006 fixing 11-10-2006 for filling claim statement but the workmen did turn up. Management was present. Again 7-12-2006 was given for filling claim statement but the workmen did not turn up. Management was present.

No dispute award is given.

Dated 19-12-2006

R. N. RAI, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 169.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डिफेंस स्टैंडराइजेशन सेल के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-II, नई दिल्ली के पंचाट (संदर्भ संख्या 117/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2006 को प्राप्त हुआ था।

[सं. एल-14012/16/2004-आई आर (डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 27th December, 2006

S.O. 169.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 117/2004) of the Central Government Industrial Tribunal-cum-Labour Court No. II, New Delhi, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Defence Standardization Cell and their workman which was received by the Central Government on 27-12-2006.

[No. L-14012/16/2004-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. II, NEW DELHI

Presiding Officer : R.N. Rai

I.D. No. 117/2004

In the matter of :

Shri Mukesh Kumar,
C/o. Rashtriya General Mazdoor Union,
F-35, Karampura,
New Delhi-110 015.

Versus

The Officer-in-Charge,
Defence Standardization Cell,
Raksha Manak Bhawan,
Defence Camping Ground,
Badarpur, New Delhi-110 044.

AWARD

The Ministry of Labour by its letter No. L-14012/16/2004 [IR (DU)] Central Government dated 12-07-2004 has referred the following point for adjudication.

The point runs as hereunder:

“Whether the action of the management of Officer-In-Charge, Defence Standardization Cell, Raksha Manak Bhawan, Defence Camping Ground, New Delhi in terminating the services of Shri Mukesh Kumar, Ex. Safai Karamchari w.e.f. 12-05-2003 is just and legal? If not, to what relief the workman is entitled to and from which date?”

The workman applicant has filed statement of claim. In the statement of claim it has been mentioned that the workman is a permanent employee of Defence Department as Sweeper posted at Badarpur, New Delhi. The workman has joined the services as Sweeper on 9th August, 2000 and the workman has last drawn salary of Rs. 2, 348 per month.

That since his joining as Sweeper the workman has been performing his duties faithfully and sincerely to the best satisfaction of the management.

That the workman has been appointed as Sweeper through Employment Exchange, Kirbi Place, Cantt., New Delhi. The workman has raised demand of statutory benefits ESI, P.F., Cash Leave etc. several times but the management has not given any heed towards the workman.

That on 19-05-2003 the management has terminated illegally the workman without any cause or reason and without giving any notice even the management has not complied under Section 25-F of ID Act, 1947. The management has terminated the services without any inquiry/chargesheet.

That the management refused to keep in employment orally to the workman from 19-05-2003 without giving the salary of the workman for the month of April, 2003 and 18 days salary for the month of May, 2003.

That the statutory benefits, ESI, PF, Bonus, Wages, treatment etc. were not provided to the workman by the management for which he had been urging upon consequently the management became annoyed against him.

That being aggrieved with the said illegal termination the workman has sent a demand notice dated 28-05-2003 to the management which has been received by the management and not replied.

That the termination amounts to illegal, capricious and unjustified retrenchment for want of written termination order with cogent reasons, payment of notice wages and retrenchment compensation and the job, post, juniors and fresh hands in place of the workman continue with the management.

That the workman is entitled to reinstatement with full back wages for the intervening period of unemployment in spite of best efforts w.e.f. 19-05-2003.

That the workman is not gainfully employed after his illegal termination hence the workman is entitled to reinstatement in service with full back wages, continuity of service and all other consequent benefit which this Hon'ble Court deems fit and proper in the circumstances of the case be also awarded to the workman.

The management/respondent has filed written statement. In the written statement it has been stated that Shri Muksh Kumar, S/o Shri Narain Singh was a casual worker employed for conservancy duties at Defence Standarization Cell, New Delhi w.e.f. 9th August, 2000.

That the workman was employed on an agreement and was paid @ Rs. 90.30 per day; i.e. not exceeding Rs. 2,348/- in a month as per the sanction of the Government.

That the quality of works/services of the workman was not satisfactory due to which his services were terminated in May, 2003. He was sponsored by Employment Exchange, Kirbi Place and was employed alongwith three others.

That the workman was not entitled to any statutory benefits like ESI, PF and leave as per the agreement. These benefits were included in the daily wages of Rs. 90.30 which were paid to him in full. No portion of this wage was retained for contribution towards these statutory benefits. His services were terminated on one week of notice issued to him verbally.

That the charge-sheet was not prepared since Shri Mukesh Kumar was a casual labour and not a permanent staff. He was asked to sign the contingent bill to claim the salary for April, 2003 but he refused to do so.

That the claimant is not entitled for any statutory benefits as he has not made any contribution towards them. He had served a legal notice to this establishment through Shri R.D. Kaushik, Advocate, Supreme Court which was replied *vide* our letter No.DSC-ND/Adm./MKSCW/PC/5094 dated 30th July, 2003.

That the services of the claimant were terminated being unsatisfactory. His reinstatement is not acceptable as his services were unsatisfactory.

The workman applicant has filed rejoinder. In his rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

From perusal of the pleading of the parties the following issues arise for determination.

1. Whether the workman has completed 240 days service in between 2000 to 2003?

2. Whether the workman was entitled to retrenchment compensation?

3. Whether the workman is entitled to reinstatement?

4. Amount of back wages?

Issue No. 1.

The case of the workman applicant is that he was engaged on 09-08-2000 as a Sweeper at the monthly salary of Rs. 2, 348/-. His services were terminated on 12-05-2003. The management has admitted the engagement of the workman.

The case of the management is that he was engaged and terms of his engagement has been reduced to writing. The workman has signed the contract of engagement.

The workman has been engaged for providing services for cleaning of the office premises, reception etc. The management is doing the business of providing conservancy services through its own personnel. The management is not discharging sovereign function. It is not also case of the management that it is engaged in sovereign function. The services of the workman were terminated without giving him retrenchment compensation.

It becomes quite obvious from the evidence of the parties and case of claim statement and written statement that the workman worked in 2001, 2002 for 240 days. He worked in 2000 and 2003 also. He has been engaged on monthly basis. So it was the duty of the management to pay him retrenchment compensation. No compensation or notice pay has been given to the workman applicant.

It is proved from the records that the workman has worked for 240 days in 2001 and 2002. He was engaged in August, 2000 and he worked up to May, 2003. The management has also admitted that the workman has worked continuously. So it is proved that the workman has worked at least for 240 days in 2001 and 2002. This issue is decided accordingly.

Issue No. 2.

It was submitted from the side of the management that he has been given appointment on certain terms and conditions. He has signed the agreement of appointment. He has been given periodical appointments. It is admitted case that the workman has worked regularly from August, 2000 to May, 2003. He has worked for more than 240 days at least in 2 years of his services.

In view of Item No.10 Vth Schedule the management cannot give casual and temporary appointment again and again. Such appointments have been termed as unfair labour practice.

It was further submitted that section 25 T provides that the management should not indulge in unfair labour

practice. Section 25 U provides that a person who commits any unfair labour practice will be punishable with imprisonment for a term which may extend to six months or with fine, which may extend to Rs.1000 or with both. The intention of the legislature in enacting 25 T & 25 U is obvious. The legislature wanted that in case, Casual and Badlis are engaged for a long period, it amounts to unfair labour practice. There is punitive clause for committing unfair labour practice.

It was submitted from the side of the workman that Vth Schedule of the 10 Act specifies some practices as unfair labour practice. The Vth Schedule clause 10 provides the criteria for ascertaining unfair labour practice. It is extracted as hereunder :—

“To employ workman as Badlis, Casuals or temporaries and to continue them as such for years with the object of depriving them of the status and privilege of a permanent workman.”

Clause 10 of the Vth Schedule stipulates that in case the workmen are employed as Casuals, Badlis or Temporary and they are continued as such for years, it will amount to unfair labour practice. In the instant case the workman has been continued as casual and temporary for more than 3 years. It establishes to the hilt that the respondent/management has committed unfair labour practice. The workman has been engaged for more than 240 days as casual and temporary and thereafter he has been removed. He has not been paid retrenchment compensation.

It was submitted that Section 25 F, G, T, U and Clause 10 of the Vth Schedule of the ID Act have been deliberately violated.

In the Constitution Bench Judgment in Uma Devi's case these matters were not at issue. In case a workman has worked for more than 240 years and the work is of continuous and regular nature he should be paid retrenchment compensation. In case retrenchment compensation is not paid section 25 F of the ID Act is attracted. There is no cessation of his services. He is deemed continued in service in the eye of law. In case there is breach of section 25 F the service is continued and reinstatement follows as a natural consequence.

ID Act, 1947 has been enacted to safeguard the interest of the workmen belonging to poor segment of society. It appears that legislature wanted that such workmen should not be harassed un-necessarily so section 25 F, U, T and Clause 10 of Vth Schedule have been enacted. The objects and reasons of ID Act, 1947 show that the respondent management should not be permitted to indulge in any unfair labour practice. The workman should not be engaged for years and then he should be removed all of a sudden. There is provision of retrenchment compensation for his removal. Retrenchment compensation is for compensating him

otherwise so that he can survive long interregnum of unemployment. In the instant case no retrenchment compensation has been paid.

The contract of appointment signed by the workman is absolutely void u/s. 23 of the Indian Contract Act. The management has taken advantage of its bargaining capacity and has constrained the workman to sign the contract of appointment as the workman was out of employment. Such contract of appointment are hit u/s 23 of the Indian Contract Act. The management should have given him one month's pay in lieu of notice and retrenchment compensation at the time of retrenchment.

The workman was entitled for retrenchment compensation in view of his continuous service from August, 2000 to May, 2003. This issue is decided accordingly.

Issue No. 3

It was submitted from the side of the management that the workman even if he has completed 240 days work is not entitled to reinstatement. He is at the best entitled to a certain sum of compensation.

It has been provided u/s 11 A. of the Act, 1947 that in case dismissal or discharge order is set aside the natural course is ordered for reinstatement. In case reinstatement is not possible in that case compensation is to be given. The management is still functioning gainfully hence, there is no question of compensation.

It is settled law of the land that in case of illegal and arbitrary discharge without payment of retrenchment compensation the valuable remedy is reinstatement.

It was submitted from the side of the management that the Hon'ble Apex Court in 2006 (4) Scale has put down a complete ban on regularization and reinstatement. The Hon'ble Apex Court has held that employment can only be made on the basis of procedure established in that behalf envisaged by the Constitution. Equality of opportunity is the hallmark and the Constitution enshrines affirmative action to ensure that unequal are not treated equals. So public employment should be in terms of constitutional scheme.

It was further submitted that the Constitution Bench Judgment has afforded a right according to which the government is not precluded from making temporary appointments or engaging workers on daily wages.

The Hon'ble Apex Court has not declared the provision of ID Act un-constitutional. The Government has got no license to make always appointment of daily wagers and to continue them for life time. Fixed term tenure appointments and temporary appointments cannot be the rule of public employment. At the time of making temporary appointments Articles 14, 16, 21, 23, 226 & 309 are infringed. There is no constitutional mandate that

the Government is at liberty to go on giving fixed term appointments for the entire tenure of service of an employee.

No such Article of the Constitution has been pointed out under which the Government or Public Sector units can continue incessantly to give temporary and fixed term appointments again and again. Since fixed term appointments and temporary appointments are not governed by any constitutional scheme, such discrimination will amount to vicious discretion. The Government of Public Sector unit will go on resorting to the method pick and choose policy and give temporary and adhoc appointments to their favorites and thus the principles of equality enshrined in the constitution will be given a go bye. Such is not the intent of the Hon'ble Apex Court. However, in this judgment the provision of the ID Act governing the services of the workman have not been declared un-constitutional. Reinstatement is the remedy provided in the ID Act for breach of several provisions enumerated therein or for breach of service rules provided in various labour welfare legislations.

Section 11 A of the ID Act stipulates that in case the Tribunal is satisfied that the order of discharge or dismissal was not justified, it may, by its award, set aside the order of discharge or dismissal and direct reinstatement of the workman on such terms and conditions, if any, as it thinks fit or give such other relief to the workman including the award of any lesser punishment in lieu of discharge or dismissal as the circumstance of the case may require. According to this benign provision this Tribunal has the authority to set aside the order of discharge or dismissal and reinstate the workman on the terms and conditions as it thinks fit.

The Hon'ble Apex Court in 2006 (4) Scale has not annulled section 11A of the ID Act and the legislature has authorized this Tribunal to set aside dismissal or discharge on its consideration and direct reinstatement. The judgment cited by the management is not applicable in the facts and circumstances of the case.

A three Judges bench of the Hon'ble Apex Court has held in 1993—II - LLJ that termination of services affects the livelihood of not only of the employee but also of the dependents. So in case of illegal termination of service the workman should be reinstated.

My attention was drawn by the Ld. Counsel of the workman to 2000 LLR 523 State of UP and Rajender Singh, The Hon'ble Apex Court ordered for reinstatement with full back wages as the services of the daily wager cleaner who worked for 4 years was dispensed with without following the procedure for retrenchment. In the instant case also no retrenchment compensation has been paid. This case law squarely covers the instant case.

It has been held in 1978 Lab IC 1668 that in case service of a workman is terminated illegally the normal rule is to reinstate him with full back wages.

My attention was further drawn to AIR 2002 SC 1313. The Hon'ble Supreme Court has held that daily wager even if serving for a short period should be reinstated.

It was submitted from the side of the workman that in the instant case Section 25 F, G of the ID Act is attracted. In Section 25 of the ID Act it has been provided that if a workman has performed 240 days work and if the work is of continuous and regular nature he should be given pay in lieu of notice and retrenchment compensation.

It has been held by the Hon'ble Apex Court that there is no cessation of service in case provisions of Section 25 F are not complied. In the instant case no compensation has been paid to the workman. He has continuously worked for more than 3 years.

Reinstatement should not be misconceived as regularization. By the order of reinstatement the status quo ante of the workman is restored. He is given back wages in order to compensate him for his illegal disengagement. This is a special remedy provided in ID Act and it has not been annulled and set aside by any judgment of the Hon'ble Apex Court. The provisions of the ID Act are still constitutional and they are to be given effect too.

In such cases the workman is reinstated with back wages and the respondents have every right, after payment of back wages and reinstatement, to retrench him validly following the principles of first come last go so that Section 25, G & H of the ID Act are not violated.

In view of the law cited above the workman is entitled to reinstatement with back wages. This issue is decided accordingly.

Issue No. 4

It was submitted from the side of the management that the workman is not entitled to full back wages. He has served the management from August, 2000 to May, 2003. So he is entitled to no back wages.

It was submitted from the side of the management that payment of full back wages is not the natural consequence of the order of discharge or dismissal being set aside.

It has been held in (2003) 6 SCC 141 that it is incumbent upon the labour court to decide the quantum of back wages.

It has been further held in this case that payment of back wages having discretionary element involved it is to be dealt with the facts and circumstances of the case. No definite formula can be evolved.

It has been further held in this case that payment of back wages in its entirety is the statutory sanction. In (2003) 4 SCC 27 the Hon'ble Apex Court held that in view of delay in raising the dispute and initiating the proceedings back wages need not be allowed. In the instant case there is no delay at least on the part of the workman in raising the dispute.

In 2004 VIII AD SC 444 the Hon'ble Apex Court upheld the order of reinstatement with 25% back wages.

In 1978 Lab IC 1968 - three Judges Bench of the Hon'ble Apex Court held that payment of full back wages is the normal rule. In case services have been illegally terminated either by dismissal or discharge or retrenchment, in such circumstance the workman is entitled to full back wages except to the extent he was gainfully employed during the enforced idleness. In the instant case the workman was always ready to work but he was not permitted on account of invalid act of the employer.

In AIR 2002 SC 1313 the Hon'ble Apex Court reduced the back wages to 25%.

In 2005 IV AD SC 39 - three Judges Bench of the Hon'ble Apex Court held that reinstatement with full back wages is justified. In this case the workman has performed more than 240 days work and he has been retrenched without payment of compensation and pay in lieu of notice.

It was submitted from the side of the management that reinstatement is not the only remedy. In such cases the workman may be given compensation. Section 11A of the ID Act, 1947 provides that in case of dismissal or discharge is found illegal reinstatement should be ordered. It has been held in a catena of cases by the Hon'ble Apex Court that reinstatement with full back wages is the normal rule. The statute provides for reinstatement. In certain exceptional cases where the undertaking has been closed down or it has become sick there may be order for payment of compensation. In the instant case the undertaking is not sick.

The workman applicant is found entitled to 25% back wages in the facts and circumstances of the present case. This issue is decided accordingly.

The reference is replied thus :

The action of the management of Officer-in-Charge, Defence Standarization Cell, Raksha Manak Bhawan, Defence Camping Ground, New Delhi in terminating the services of Shri Mukesh Kumar, Ex. Safai Karamchari w.e.f. 12-05-2003 is neither just nor legal. The management is directed to reinstate the workman applicant w.e.f. 12-05-2003 with 25% back wages within

two months from the date of publication of the award.

Award is given accordingly.

Dated: 18-12-2006.

R.N. RAI, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 170.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार न्यूक्लियर पावर कॉर्पोरेशन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बेंगलूर के पंचाट (संदर्भ संख्या 104/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2006 को प्राप्त हुआ था।

[सं. एल-42012/95/99-आई आर (डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 27th December, 2006

S.O. 170.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 104/99) of the Central Government Industrial Tribunal-cum-Labour Court Bangalore, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Nuclear Power Corporation and their workmen which was received by the Central Government on 27-12-2006.

[No. L-42012/95/99-IR (DU)]

SURENDRA SINGH, Desk Officer
ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, BANGALORE**

Dated: 13th December 2006

PRESENT

Shri A.R. Siddiqui, Presiding Officer

C.R. No. 104/1999

I Party	II Party
Shri Mohan,	The Senior Manager
C/o. Shri Azeer Sahab Khan,	(P&IR),
Amanakop Post,	Nuclear Power
Joganko,	Corporation,
Haliyal-581329	Kaiga Project,
Karnataka State	Kaiga-581400

APPEARANCES

1st Party	:	Shri V S Naik, Advocate
2nd Party	:	Shri Ramesh Upadhyaya, Advocate

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (2A) of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute *vide* order. No. L-42012/95/99-IR(DU) dated 13th September, 1999 for adjudication on the following Schedule:

SCHEDULE

“Whether the action of the management of Nuclear Power Corporation, Kaiga Project in compulsorily retiring Shri Mohan, Ex-Heavy Vehicle Driver, from service is legal and justified? If not, to what relief the workman is entitled to?”

2. The first party workman by his Claim Statement while challenging the order passed against him compulsorily retiring from services as illegal and unjust also, challenged the enquiry proceedings as opposed to principles of natural justice and challenged the enquiry findings as suffering from perversity alleging among other grounds that the charges levelled against him that he contracted a second marriage and deserted his wife without giving any maintenance allowance are false and incorrect and that no complaint as such was given against him by his wife to the management saying that he contracted a second marriage and the signature of the wife on the so called complaint has been maneuvered by the management itself. He then challenged the enquiry proceedings alleging that he was denied fair and reasonable opportunity to defend himself and that the findings of the enquiry officer holding him guilty of the charges are perverse, in as much as, the complainant itself was not examined during the course of enquiry and therefore, the very charges levelled against him based on the said complaint have remained to be proved and in the result, the disciplinary authority was not justified in accepting those findings and then retiring him from services compulsorily etc. *

2. The management by its counter statement, while, disputing the various allegations made in the claim statement contended that it received a letter dated 22-2-1995 from Smt. M. Yeshodha, the wife of the first party workman stating that he married another girl without her information and he is not taking any interest in the family affairs. Therefore, based on the above said complaint a charge sheet was issued against the first party and there being no reply given by him to the charge sheet, a Domestic Enquiry was conducted and based on the findings of the enquiry officer holding him guilty of the charges, the impugned punishment order is passed rightly and legally and in the result, it cannot be said that proceedings of enquiry were held against the principles of natural justice, enquiry findings were perverse and that punishment order was unjust and illegal. Therefore, reference is liable to be dismissed.

3. Keeping in view the respective contentions of the parties, with regard to the validity and fairness of the enquiry proceedings, the matter came to be posted for evidence to be led on behalf of the management and thereafter, by order dated 22-4-2004 following preliminary issue was framed:

“Whether the Domestic Enquiry conducted against the first party by the Second Party is fair and proper?”

4. Despite sufficient opportunity given to the management, no evidence was led in on its behalf on the said issue. The first party also did not choose to lead any evidence on his part and after having taken the matter heard, this tribunal by order dated 26th August, 2004 recorded a finding to the effect that the Domestic Enquiry conducted against the first party by the second party is not fair and proper and posted the matter for the evidence of the management. On 28-2-2005 an application at IA No.1 was filed by the first party to recall the above said order dated 26-8-2004, posting the case for evidence of the management. The management opposed the said application by filling the objection statement and after having heard both the counsels, this tribunal by order dated 29-6-2005 recalled the order dated 11-10-2004 (it ought to have been order dated 26-8-2004) and posted the case to hear the parties in the light of the findings recorded by this tribunal on the above said preliminary issue. It appears from the records that the management aggrieved by the aforesaid orders dated 26-8-2004 and 29-6-2005 approached the Hon'ble High Court in writ petition No. 20101/05 and his Lordship of Hon'ble High Court *vide* order dated 23-12-2005 dismissed the above said writ petition confirming the above said orders passed by this tribunal reserving the liberty to the management to challenge the order dated 26-8-2004, after the final order is passed. In the meanwhile, on 19-12-2005, the management filed an application at IA No.3 seeking amendment to the counter statement and that came to be dismissed by this tribunal by order dated 08-09-2006. The matter, as could be read from the records was taken up before the Lok Adalat on 28-09-2006 but could not be settled. Thereafter, I have heard the learned counsels for the respective parties and posted the case this day for award.

5. Learned counsel for the management Shri Ramesh Upadhyaya vehemently argued that though the charges of misconduct levelled against the first party have remained to be substantiated there being no fresh evidence led by the management to prove those charges after the Domestic Enquiry proceedings were set aside by this tribunal, this tribunal still has got powers to reject the reference as the various contentions taken by the first party in the Claim Statement have not been proved by him and so also, in view of the fact admitted by the first party at Para 5 of the

Claim Statement that he did not marry a second wife but has affair with some other woman. Therefore, learned counsel submitted that when the first party admitted that he has affair with some other woman and failed to prove the said fact, then it has to be presumed that the woman with whom he had affairs was his second wife, be taken to be proved. He further submitted that burden of proof losses its significance and importance in the proceedings initiated under the provisions of the ID Act.

6. Whereas, learned counsel for the first party Shri V.S. Naik with equal vehemence argued that irrespective of the contentions taken by the first party in his Claim Statement, the primary burden cast upon the management was to prove the charges of misconduct levelled against him and since the management failed to prove those charges by way of fresh evidence after the enquiry proceedings were set aside, it is to be presumed that charges of misconduct levelled against the first party have remained to be proved and in the result, he is entitled to the reliefs sought for. I find substance in his arguments. In the instant case as noted above, this tribunal has recorded a finding to the effect that the Domestic Enquiry conducted against the first party is not fair and proper. In the face of the said findings it goes without saying that findings of the enquiry officer holding him guilty of the charges and the resultant impugned punishment order hold no field. It is as good as no Domestic Enquiry was conducted against the first party and charges of misconduct were not proved against him. In the normal course when the Domestic Enquiry proceedings have been set aside for one reason or the other, the management will be having an option to lead fresh evidence before this tribunal to prove the charges of misconduct levelled against the first party. In the instant case it is unfortunate to note that the management in its counter statement failed to take a plea that it will lead fresh evidence before this tribunal incase the Domestic Enquiry was set aside. It is for this reason the management was disallowed to lead any fresh evidence to prove the charges of misconduct levelled against the first party. As noted above, the order passed by this tribunal rejecting the request of the management to lead evidence afresh to prove the charges of misconduct has been confirmed by the Hon'ble High Court in the aforesaid writ petition. Therefore, it is in this background learned counsel for the first party was justified in contending that when the Domestic Enquiry proceedings have been set aside, findings of the enquiry officer do not survive and when charge of misconduct fails to be proved by the management by any fresh evidence, the impugned punishment order is liable to be set aside without any further discussion on the point. The contention of the management that the first party took up the stand that though he did not contract a second marriage but had affair with some other woman since fails

to be proved, it is to be presumed that he has a second marriage does not appeal to the mind of this tribunal. Only because the first party took up such as contention, it was not incumbent on his part to prove the same particularly, when he is not confronted with the charges of misconduct by the management by way of leading fresh evidence on the point. Moreover, no burden of proof can be shifted to the first party to prove that he had only affair with some other woman without there being any marriage with her. Therefore, in the light of the above, this tribunal has absolutely no hesitation in its mind incoming to the conclusion that charges of misconduct levelled against the first party remained to be substantiated and in the result, the impugned punishment order passed against him is liable to be set aside as illegal and void abinitio. Since the impugned punishment order is to be set aside as void and illegal, the natural corollary would be reinstatement of the first party into the service of the management.

7. Now coming to the question of back wages and other reliefs. In order to deny the back wages to the first party, it was incumbent on the part of the management to establish before this tribunal that the first party has been gainfully employed when was away from the service of the management. On this point again there is absolutely no evidence on the part of the management. In fact no plea was taken by the management suggesting that he has been gainfully employed after the impugned punishment order was passed against him. Therefore, there are no reasons for this tribunal not to grant back wages to the first party. However, taking into consideration the facts and circumstances of the case, the nature of the misconduct alleged against the first party and not loosing the sight of fact that the management has been prevented to lead fresh evidence to prove the charge of misconduct against the first party on technical and legal grounds, it appears to me that ends of justice will be met if the first party is reinstated in service with 50% of the back wages from the date of impugned punishment order till the date of his reinstatement with continuity of service and all other attended benefits. Hence the following Award:

AWARD

The management is directed to reinstate the first party in services with 50% of the back wages from the date of his compulsory retirement till the date of his reinstatement with continuity of service and all other attended benefits. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 13th December 2006)

A.R. SIDDIQUI, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 171.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ऑल इंडिया रेडियो के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-II, नई दिल्ली के पंचाट (संदर्भ संख्या 122/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2006 को प्राप्त हुआ था।

[सं. एल-42012/184/2000-आई.आर.(डी यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 27th December, 2006

S.O. 171.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 122/2000) of the Central Government Industrial Tribunal-cum-Labour Court No. II, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of All India Radio and their workman, which was received by the Central Government on 27-12-2006.

[No. L-42012/184/2000-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE THE PRESIDING OFFICER: CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL CUM
LABOUR COURT - II, NEW DELHI**

Presiding Officer: R. N. Rai.

I.D. No. 122/2000

In the matter of:

Shri Ram Kishan,
C/o. The President,
Janvadi General Kamgar Mazdoor Union (Regd.),
C/o. E-26, Raja Bazar, (Old Qtr.),
Baba Kharak Singh Marg,
New Delhi - 110 001.

Versus

The Executive Engineer (C), All India Radio,
Division - III, Soochna Bhawan,
Lodhi Road,
New Delhi - 110 003.

AWARD

The Ministry of Labour by its letter No. L-42012/184/2000/IR (DU) Central Government dt. 31-10-2000 has referred the following point for adjudication.

The point runs as hereunder:

"Whether the action of the management of the Executive Engineer, Civil Construction Wing, All India Radio, Division III, Lodhi Road Complex, Soochna Bhawan, New Delhi in denying the employment of Sh. Ram Kishan, S/o. Shri Ganga Prasad as Muster

Roll Mali during the period from 1-4-1997 to 10-04-1999 and stopping him from duties verbally w.e.f. 11-04-1999 is justified, valid and reasonable? If not, to what relief and benefits he is entitled?"

The Union on behalf of the workman has filed claim statement. In the claim statement it has been stated that the management camouflagedly denied the employment of Shri Ram Kishan, workman during the period from 01-4-1997 to 10-04-1999.

That Shri Ram Kishan was initially employed on muster roll Mali w.e.f. 01-04-1997 and worked continuously up to 10-04-1999 and his services were terminated w.e.f. 11-04-1999.

That Shri Ram Kishan had been getting his wages on monthly basis as fixed by the appropriate government from time to time under the Minimum Wages Act, 1948.

That the workman was employed to maintain the work of Soochna Bhawan and in the Nursery of the management.

That the workman Shri Ram Kishan had been performing his duties directly under the control of Junior Engineer and Executive Engineer concerned.

That the workman had been getting wages directly through the officers of the management.

That the workman had been working with the management of All India Radio, Civil Construction Wing as a Muster Roll Mali initially w.e.f. 1-4-1997 and after two months the management has transferred the payment through Subhash Chand, Contractor with a view to camouflage and treat the workman as contractor labour.

That the appropriate competent authority under the Contract Labour (Regulation and Abolition) Act, 1970 has neither granted the licence for engaging the contract labour to Shri Subhash contractor nor the management being the principal employer has obtained registration to engage contractor labour through contractor thereby violated the provisions of Section 9 & 10 of the said Act.

That the Hon'ble Supreme Court in Civil Appeal No. 11335-11359 with Civil Appeal Nos. 10863/96, 10541/96 and Contempt Petition No. 403-427/98 in CA 11335-11359/95 in the matter of Secretary, HSEB Vs. Suresh and Ors. etc. on 30-03-1999 has held as under:—

While dealing with this issue in Air India's case (Supra), this court has, as a matter of fact taken note of more or less the entire catena of cases pertaining to contract labour and we do thus feel it wholly unnecessary to deal with the same in extension excepting however recording some observations of this court in Air India's case (Supra) as Below:—

"In this behalf, it is necessary to recapitulate that on abolition of the contract labour system, by necessary implication, the principal employer is under statutory obligation to absorb the contract labour. The linkage between

the contractor and the employee too snapped and direct relationship restored between principal employer and the contract labour as its employees. Considered from this perspective, all the workmen in the respective services working on contract labour are required to be absorbed in the establishment of the appellant."

That as per the above judgment, the workman has to be treated as direct employee of the management and in this case the workman was not engaged through contractor so the workman is entitled to all the benefits being a regular workman. That the management also engaged Muster Roll Mali on 1-4-1999.

That the management retained the services of all the junior workmen who were engaged on 1-4-1999 and the services of workman Shri Ram Kishan were terminated w.e.f. 11-04-1999 without any notice, notice pay, compensation etc. as provided under the Act.

That the other Malis in regular pay scale of the Central Government have been getting their wages in the pay scale fixed by the Central Pay Commission from time to time but Shri Ram Kishan was paid being unskilled workman only Rs.1600 per month which is less than the Minimum Wages fixed by the Appropriate Government from time to time.

That the action of the management while stopping the workman for doing his duty verbally w.e.f. 11-4-1999 is unjust, invalid and unreasonable because the management did not offer him one month pay or notice and compensation, gratuity etc. as provided under the provision of ID Act, 1947.

That the junior persons were also retained in service while terminating and denying the duties verbally w.e.f. 11-4-1999 to the workman.

It is therefore, respectfully prayed that this Hon'ble Tribunal may be pleased:—

- (a) Award for reinstatement w.e.f. 11-4-1999 with full back wages and continuity of service along with all the consequential benefits.
- (b) Any other award/order which this Hon'ble Tribunal may deem fit and proper to meet the end of justice.

The management has filed Written Statement. In the Written Statement it has been stated that allegations are baseless and unjustified and hence denied. No Mali has ever been engaged in Muster Roll in the name of Shri Ram Kishan between the periods 1-04-1997 to 10-04-1999 hence the statement is false and fabricated and hence denied.

There is no question of treating Shri Ram Kishan as direct employee, as no person in the name of Shri Ram Kishan has been engaged in the period 1-4-1997 to 10-04-1999. The statement is totally incorrect being far from facts.

That is reiterated that no person in the name of Shri Ram Kishan has ever been engaged, therefore, the ques-

tion of termination without notice or any consequential benefits does not arise. No Mali has ever been engaged in Muster Roll in the name of Shri Ram Kishan between the periods 1-4-1997 to 10-4-1999 hence the statement is false and fabricated and hence denied.

The Hon'ble Court is therefore, requested not to consider concocted claims in view of the comments offered above, and the application may be quashed.

The workman applicant has filed rejoinder. In his rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the Written Statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

The case of the workman is that he worked w.e.f. 1-4-1997 to 10-4-1999 as Muster Roll Mali. He was initially engaged by the management as Muster Roll Mali w.e.f. 1-4-1997. He has been performing duty directly under the supervision of the Junior Engineer and Executive Engineer concerned. He was getting wages directly through the office of the management. It is also the case of the workman that after 2 months the management has transferred the payment through Subhash Chand, Contractor with a view to camouflage and to treat the workman as contract labour.

The case of the management is that the workman Shri Ram Kishan was not on the Muster Roll of the management. No Mali has ever been engaged in Muster Roll in the name of Shri Ram Kishan between the periods 1-4-1997 to 10-4-1999.

The claim statement is false and fabricated. So there is no question of giving the workman consequential benefits as the workman has not been engaged in Muster Roll as Mali.

From perusal of the records it transpires that the workman has not filed any document except photocopy of Muster Roll Register. The name of the workman is not entered in the Muster Roll Register. There are 5 workmen but in the Photocopy, Cash Book Voucher filed by the workman, his name has not been entered either as Beldar or as Muster Roll Employee.

It was submitted from the side of the management that maintenance work is done through Malis of the Gardens on contract basis. The case of the workman is that he was under one Subhash Chand, Contractor.

It is the duty of the workman to prove that he worked under Shri Subhash Chand, Contractor and it is also his duty to prove that he worked under the supervision and control of the Junior Engineer and Executive Engineer

concerned. He has also to establish that payment to him was made by the management. He worked under the control and supervision of the management. The workman in the instant case has not filed even a scrap of paper besides Cash Book Voucher of Muster Roll Employees. The name of the workman does not figure in the Muster Roll Register. So the workman is not a Muster Roll Employee. It is settled law that in case contract is found sham and ruse, the workman will become the direct employee of the management. It is to be ascertained whether there is master and servant relation between the management and the workman. The workman has not filed any evidence regarding his payment, duties assigned to him and control and supervision of the management. He has even failed to prove that he worked under the contractor. The workman is not even contractor's workman in the instant case as he has not filed even single piece of documentary evidence. He cannot be deemed to be engaged by the management merely on the basis of his affidavit.

It was submitted from the side of the management that maintenance of Gardens, Lawns are given on contract basis. The management is not registered for taking contract Labour. Registration or otherwise of the management is not material. The workman has to prove that he worked under the control and supervision of the management. Payment was made to him by the management. His services were integrated to the management. The workman has not filed any documentary evidence. It cannot be held that he was engaged in the work of management through contractor, Shri Subhash Chand, Contractor as alleged by the workman.

My attention was drawn to Steel Authority of India (2001) 7SCC1, 1999-I-LLJ 1086, 1978-II-LLJ 397, 1999 Lab IC 3078. It is settled law that in case the work is of perennial and regular nature, Contract Labours cannot be engaged. In case the management engages contractor's men for continuous and perennial nature of work the workmen will become the employees of the management and there will be master and servant relationship.

In the instant case the workman has miserably failed to prove that he even worked through contractor. Gardening work is a work of regular and perennial in nature and it is of sufficient duration. The workman has to establish that he has worked for sufficient duration. The strength of Malis may vary from time to time. The workman who has worked for sufficient duration can be taken to be on the Muster Roll of the management. This Workman has not filed any proof of a single day work either with the contractor or with the management except his affidavit.

The workman has not proved that he has worked for 240 days either with the contractor or with the management. The law cited by the workman applicant is not applicable in the facts and circumstances of the case. The claim is not proved. The workman applicant is not entitled to get any relief as prayed for.

The reference is replied thus:

The action of the management of the Executive Engineer, Civil Construction Wing, All India Radio, Division - III, Lodhi Road Complex, Sochna Bhawan, New Delhi in denying the employment of Sh. Ram Kishan, S/o. Shri Ganga Prasad as Muster Roll Mali during the period from 1-4-1997 to 10-4-1999 and stopping him from his duties verbally w.e.f. 11-4-1999 is justified, valid and reasonable. The workman applicant is not entitled to get any relief as prayed for.

Award is given accordingly.

Date: 18-12-2006.

R.N. RAI, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 172.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मिलिट्री फार्म के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम न्यायालय नं.-II चंडीगढ़ के पंचाट (संदर्भ संख्या 437/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2006 को प्राप्त हुआ था।

[सं. एल-14012/69/2002-आई आर (डी यू)]

सुरेंद्र सिंह, डेस्क अधिकारी

New Delhi, the 27th December, 2006

S.O. 172.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 437/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh as shown in the Annexure in the Industrial Disputes between the employers in relation to the management of Military Farm and their workman, which was received by the Central Government on 27-12-2006.

[No. L-14012/69/2002-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Presiding Officer : Shri Kuldeep Singh

CASE NO. I.D. 437/2K5

Registered on 19-08-2005

Date of Decision 8-12-2006

Joginder Singh, S/o Shri Bhartoo
R/o Bir Dhantauri, MF Colony
Via Shahbad Markanda Kurukshetra

.....Petitioner

VERSUS

The Manager, Officer Incharge,
Military Farm, Bir Dhantauri
Via Shahbad Markanda Kurukshetra

.....Respondent

APPEARANCE

For the Workman	NEMO
For the Management	Mr. K.K. Thakur, AR

AWARD

The workman is not present. Management appears through Counsel. As per record he has not appeared in this Tribunal on any day except on 1st Feb. 2006. Fresh notice issued to the workman under R/C Postal Receipt No. 3003 dated 3rd October, 2006. It is more than a month when the said notice was issued, but the workman has not appeared today. The notice issued to him has been received back with a report that the workman was not found on the address given, therefore, the R/C has been returned back to us. From this it shows that the workman is not available on the address given nor he has appeared in this Court on any day, in the past more than six months. There is no other address of the workman available on record, on which he could be summoned.

In response to the reference received from Government of India vide their No. L-14012/69/2002-IR(DU) dated 26th Feb./5th March, 2003 the workman filed his claim petition but did not appear thereafter. He has not produced any evidence nor proved his affidavit to support his claim that the Management had terminated his services illegally on 22nd March, 1999, as is claimed. By his conduct he has not shown his seriousness to contest his case. For want of evidence the reference cannot be answered effectively and it is held that the workman has failed to prove his claim as made out in the statement of claim, therefore, he is not entitled to any relief. His claim is rejected. The reference is answered against him. Let a copy of this award be sent to the appropriate government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 173.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मिलिट्री फार्म के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम न्यायालय नं.-II, चण्डीगढ़ के पंचाट (संदर्भ संख्या 756/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2006 को प्राप्त हुआ था।

[सं. एल-14012/26/98-आई आर(डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 27th December, 2006

S.O. 173.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 756/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation

to the management of Military Farm and their workman, which was received by the Central Government on 27-12-2006.

[No. L-14012/26/98-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM-LABOUR COURT - II, CHANDIGARH**

Shri Kuldeep Singh, Presiding Officer

CASE NO. I.D. 756/2005

Registered on 2-9-2005

Date of Decision 7-12-2006

Surinder Singh S/o Shri Parkash Singh,
C/o City Office, Gandhi Chowk,
Pathankot

.....Petitioner

VERSUS

The Officer Incharge,
Military Farm, Pathankot

....Respondent

APPEARANCE

For the Workman	Ms. Archana Sharma, Advocate
For Management	Mr. K.K. Thakur, Advocate

AWARD

The workman continues to be absent. Management appears through Counsel.

Finding that the workman is not appearing continuously, the Court, on 14th July, 2006 directed that the notice to the workman be issued under R/C and the same was sent under Postal Receipt No. 147 dated 14th July, 2006. The R/C carrying the notice was not received back unserved by 18th Sep., 2006, that is, even after the expiry of more than 30 days, a statutory period prescribed under the CPC to presume the service of the addressee. The Court still waited for the workman and he is not present even today. This shows that the workman was duly served, but he has not shown the interest in prosecuting his case.

The Government of India vide their notification No. L-14012/26/98-IR(DU) dated 30th October, 1998, referred the following matter for the adjudication of this Tribunal:

“Whether the action of officer Incharge, Military Farm, Pathankot in terminating the services of Shri Surinder Singh S/o Shri Parkash Singh, a daily rated worker is legal and justified? If not, to what relief the workman is entitled?”

After the reference was received, notices were issued to the parties. The workman filed his Claim Petition, to which the management filed the Written Statement. The Management produced the photo copy of the judgments of the CAT in different cases besides the minutes of the meetings relevant to the issue in hand and other documents.

They filed the affidavit of Shri O. P. Yadav, their witness, whereas the workman filed his own affidavit. The Management also filed additional affidavit of one Ram Singh, in support of their claim. The case was at the stage of evidence of the workman when he stopped appearing in the case. He has not come to the Court since 27th Feb., 2006. Thus the affidavit filed by him has not been proved. As a result of this there is no evidence to support the claim of the workman that the management had violated the provisions of the Industrial Dispute Act in terminating his services, therefore, their action was illegal and unjustified. The workman has also not produced any evidence to rebut the claim put forward by the management, by their pleading and documents. In the circumstances the workman is not entitled to any relief. The reference is answered against him. Let a copy of this award be sent to the appropriate government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 174.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मिलिट्री फार्म के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम न्यायालय नं.-II, चण्डीगढ़ के पंचाट (संदर्भ संख्या 755/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2006 को प्राप्त हुआ था।

[सं. एल-14012/23/98-आई आर (डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 27th December, 2006

S.O. 174.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 755/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Military Farm and their workman, which was received by the Central Government on 27-12-2006.

[No. L-14012/23/98-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL-TRIBUNAL- CUM-LABOUR COURT-II, CHANDIGARH

Shri Kuldeep Singh, Presiding Officer

CASE No. I.D. No 755/2005.

Registered on 2-09-2005

Date of Decision 7-12-2005.

Sukhdev Singh S/o Shri Gurdial Singh C/o CITU Office,
Gandhi Chowk, Pathankot

....Petitioner

Versus

The Officer Incharge, Military Farm, Pathankot

....Respondent

APPEARANCE

For the Workman : Ms. Archana Sharma, Advocate

For the Management : Mr. K. K. Thakur, Advocate

AWARD

The workman continues to be absent. Management appears through Counsel.

Finding that the workman is not appearing continuously, the Court, on 14th July, 2006 directed that the notice to the workman be issued under R/C and the same was sent under Postal Receipt No. 144 dated 14th July, 2006. The R/C carrying the notice was not received back unserved by 18th Sep., 2006, that is, even after the expiry of more than 30 days, a statutory period prescribed under the CPC to presume the service of the addressee. The Court still waited for the workman and he is not present even today. This shows that the workman was duly served, but he has not shown the interest in prosecuting his case.

The Government of India vide their notification No.L-14012/23/98-IR(DU) dated 30th November, 1998, referred the following matter for the adjudication of this Tribunal:—

“Whether the action of Officer Incharge, Military Farm, Pathankot in terminating the services of Shri Sukhdev Singh S/o Shri Gurdial Singh, a daily rated worker is legal and justified? If not, to what relief the workman is entitled?”

After the reference was received, notices were issued to the parties. The workman filed his Claim Petition, to which the management filed the Written Statement. The Management produced the photo copy of the judgments of the CAT in different cases besides the minutes of the meetings relevant to the issue in hand and other documents. They filed the affidavit of Shri O.P. Yadav their witness, whereas the workman filed his own affidavit. The Management also filed additional affidavit of one Ram Singh, in support of their claim. The case was at the stage of evidence of the workman when he stopped appearing in the case. He has not come to the Court since 27th Feb., 2006. Thus the affidavit filed by him has not been proved. As a result of this there is no evidence to support the claim of the workman that the management had violated the provisions of the Industrial Dispute Act in terminating his services, therefore, their action was illegal and unjustified. The workman has also not produced any evidence to rebut the claim put forward by the management, by their pleading and documents. In the circumstances the workman is not entitled to any relief. The reference is answered against him. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 175.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम न्यायालय नं.-II, चण्डीगढ़ के पंचाट (संदर्भ संख्या 628/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2006 को प्राप्त हुआ था।

[सं. एल-40012/121/2001-आई आर (डी यू)]
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 27th December, 2006

S.O. 175.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 628/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 27-12-2006.

[No. L-40012/121/2001-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL-TRIBUNAL- CUM-LABOUR COURT-II, CHANDIGARH

Presiding Officer : Shri Kuldeep Singh

CASE NO. I.D. No 628/2k5.

Registered on 24-08-2005

Date of Decision 8-12-2006.

Sudesh Kumar S/o Shri Jal Singh R/o House No. 79-A,
Housing Board Complex, Sector-14, Panchkula

...Petitioner

Versus

The General Manager, Telecom, Department of Telecom,
Sector-18-B, Chandigarh

...Respondent

APPEARANCE

For the Workman : Shri Subhash Sharma

For the Management : Shri G.C. Babbar

AWARD

The workman continues to be absent. Management appears through Counsel.

Finding that the workman is not appearing for the last so many dates, it was directed that a notice be issued to the

workman under R/C and the same was sent on 12th October, 2006 under Postal Receipt No.3191. The R/C carrying the notice has been received back with a report that there is no such address as mentioned in the envelope. As per the order of reference, this is the only address given by the workman. The Tribunal has made the efforts to serve the workman on that address but he has not appeared nor Shri Subhash Sharma who was engaged by the workman, as his representative, has appeared in the case. This shows that the workman has lost interest in the matter that is why he is not appeared in the case since long. It is in these circumstances the case is being considered in the absence of the workman.

The Govt. of India vide their order No.L-40012/121/2001-(IR(DU)) dated 16th July, 2001 has asked to this Tribunal to find out whether the action of the Management of Department of Telecom, Chandigarh in terminating the services of Shri Sudesh Kumar, workman w.e.f. 7th May, 1999 was just and legal and if not to what relief the workman is entitled.

In support of his claim the workman filed the statement of claim and the Management filed reply thereto. They also placed on record the photo copies of the agreement besides the copies of the other documents. The workman filed his affidavit and the Management filed an affidavit of Shri Rajinder Kumar, SDE. The workman appeared as a witness, but he could not be cross examined since the representative of the Management was not present on the day. Only his part statement was recorded. The case was then listed for the remaining statement of the workman and his further evidence on January, 2006. But neither on that day nor thereafter the workman appeared and produced his evidence. He has not appeared even despite notices under R/C. The Court has no option but to presume that the workman is not interested to prosecute his case.

On record, there are only pleadings of the parties and photo copies of the documents, produced by them. But neither the pleadings are proved nor the documents placed on record. The part statement of the workman is meaningless since it has not stood to the test of cross examination of the Management. In this, the loser is the workman since it is he who had to prove that the Management had terminated his services on 7th May, 1999 and that their action was unjust and illegal. Since the workman has not practically produced any evidence, therefore, the reference has to be answered against him. After going through the file I am of the opinion that there is no evidence to show that the Management had terminated the services of the workman and that their action was illegal and unjust. In view of this the workman is not entitled to any relief. The reference is answered against him. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 176.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-II, चण्डीगढ़ के पंचाट (संदर्भ संख्या 627/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2006 को प्राप्त हुआ था।

[सं. एल-40012/119/2001-आई आर(डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 27th December, 2006

S.O. 176.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 627/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 27-12-2006.

[No. L-40012/119/2001-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Presiding Officer : Shri Kuldip Singh

CASE NO. LD No 627/2k5.

Registered on 24-08-2005

Date of Decision 8-12-2006.

Bhuwaneshwar S/o Shri Jeewat Rai, C/o Shri Subhash Sharma, Flat No. 107-A, Housing Board Complex, Sector-14, Panchkula

.....Petitioner

Versus

The General Manager, Telecom, Department of Telecom, Sector-18-B, Chandigarh

....Respondent

APPEARANCE

For the Workman : Shri Subhash Sharma

For the Management : Shri G.C. Babbar

AWARD

The workman continues to be absent. Management appears through Counsel.

Finding that the workman is not appearing for the last so many dates, it was directed that a notice be issued to the

workman under R/C and the same was sent on 12th October, 2006 under Postal Receipt No.3193. The R/C carrying the notice has been received back with a report that there is no such address as mentioned in the envelope. As per the order of reference, this is the only address given by the workman. The Tribunal has made the efforts to serve the workman on that address but he has not appeared nor Shri Subhash Sharma who was engaged by the workman, as his representative, has appeared in the case. This shows that the workman has lost interest in the matter that is why he is not appeared in the case since long. It is in these circumstances the case is being considered in the absence of the workman.

The Govt. of India vide their order No. L-40012/119/2001-IR (DU) dated 16th July, 2001 has asked this Tribunal to find out whether the action of the Management of Department of Telecom, Chandigarh in terminating the services of Shri Bhuwaneshwar, workman w.e.f. 7th May, 1991 was just and legal and if not to what relief the workman is entitled.

In support of his claim the workman filed the statement of claim and the Management filed reply thereto. They also placed on record the photo copies of the agreement besides the copies of the other documents. The workman filed his affidavit and the Management filed an affidavit of Shri B.P Chopra, DW Engineer. The workman appeared as a witness, but he could not be cross examined since the representative of the Management was not present on the day. Only his part statement was recorded. The case was then listed for the remaining statement of the workman and his further evidence on January, 2006. But neither on that day nor thereafter the workman appeared and produced his evidence. He has not appeared even despite notices under R/C. The Court has no option but to presume that the workman is not interested to prosecute his case.

On record, there are only pleadings of the parties and photo copies of the documents, produced by them. But neither the pleadings are proved nor the documents placed on record. The part statement of -the workman is meaningless since it has not stood to the test of cross examination of the Management. In this, the loser is the workman since it is he who had to prove that the Management had terminated his services on 7th May, 1999; and that their action was unjust and illegal. Since the workman has not practically produced any evidence, therefore, the reference has to be answered against him. After going through the file I am of the opinion that there is no evidence to show that the Management had terminated the services of the workman; and that their action was illegal and unjust. In view of this the workman is not entitled to any relief. The reference is answered against him. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 177.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय न. II चण्डीगढ़ के पंचाट (संदर्भ संख्या 958/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2006 को प्राप्त हुआ था।

[सं. एल-40012/142/2001-आई आर (डी यू)]
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 27th December, 2006

S.O. 177.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 958/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 27-12-2006.

[No. L-40012/142/2001-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Presiding Officer : Shri Kuldip Singh

Case No. I. D. No. 958/2k5.

Registered on 15-09-2005

Date of Decision 8-12-2006.

Yashwant Singh C/o Shri Madan Mohan, House No. 1212 Sector- 22-B, Chandigarh

Petitioner

Versus

The General Manager, Telecom, Amritsar (Punjab)

Respondent

APPEARANCE

For the Workman : Shri N. K. Jeet and
Shri R. K. Rana AR

For the Management : Shri G. C. Babber, Advocate.

AWARD

The workman is not present. Management appears through Counsel.

The record of the file shows that the workman never attended this Tribunal in person. He once appeared through Counsel on 9th Nov., 2005 and through representative on 21st March, 2006. On 22nd August, 2006 Shri R.K. Singh Parmar who appears as a representative in some cases in this Tribunal claimed that he has been authorized by the workman to appear in

this case. He undertook to file the letter of authority. He however, failed to file the same on 30th October, 2006, rather he did not appear on that date. It was in these circumstances that the notice to the workman was sent under R/C. Postal Receipt No. 3264 dated 13th October, 2006. Today it is more than a month when a notice was sent but neither the workman is present nor the notice sent to him under R/C has been received back unserved. This gives me the reason to believe that the workman has received the summon of this Tribunal, but he has chosen not to appear in the case. Therefore, the case is being considered in his absence.

The Government of India vide their Order No. L-40012/142/2001-(IR(DU)) dated 6th August, 2001 desired to know whether the action of the Management of General Manager, Telecom, Amritsar in terminating the services of Shri Yashwant Singh S/O Manmohan Singh is just and legal and if not to what relief the workman is entitled to and from which date. The workman, supporting his claim filed the statement of claim to which the Management filed the reply and also placed on record the photo copies of the contract agreements. They also placed on record the documents supporting their claim including the judgement of CAT. The workman filed the rejoinder, his affidavit and also placed on record the photo copies of attendance register. The Management filed the affidavit of their witness Ram Gopal Joshi. However, it is on record that the workman has not appeared to stand to the cross-examination of the Management nor has produced any other evidence to support his claim. There is, therefore, no evidence to show that, there existed a relationship of employer and employee between the parties; and that it is the Management which had terminated the services of the workman. As such the workman is not entitled to any relief. The award is passed against him. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 178.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय न. II, चण्डीगढ़ के पंचाट (संदर्भ संख्या 660/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2006 को प्राप्त हुआ था।

[सं. एल-40012/333/2001-आई आर (डी यू)]
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 27th December, 2006

S.O. 178.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 660/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers

Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 27-12-2006.

[No. L-40012/333/2001-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT-II, CHANDIGARH

Presiding Officer : Shri Kuldip Singh

CASE NO. LD.No 660/2k5.

Registered on 24-08-2005

Date of Decision 8-12-2006.

Chajju C/o Shri N.K. Jeet, 27349, Lal Singh Basti Road,
Mohalla Hari Nagar, Bhatinda (Punjab)

... Petitioner

Versus

The Telecom District Manager, BSNL, Ropar

... Respondent

APPEARANCE

For the Workman: SHRIN. K. JEET

For the Management : SHRIG. C. BABBAR

AWARD

The workman continues to be absent. Nobody appears for the Management.

The record of the file shows that this is the fourth date that the workman has not appeared. Even on earlier dates he did not appear in person except once on 9th Nov., 2005, after the case was transferred to this Tribunal. The Court is satisfied that the workman is not interested in following his case, that is why, he has not appeared nor has caused the appearance of his representative. The statement of claim was also tiled by the workman through his representative. It is in these circumstances that the case is being considered in the absence of the workman.

The Govt. of India vide their order no.L-40012/333/2001/IR (DU) dated 14th March, 2002 referred the dispute of the workman for the adjudication of this Tribunal. The point of reference is whether the action of the Management in terminating the services of the workman w.e.f. 1st March, 1999 was just and legal and if not to what relief the workman is entitled to.

On the receipt of the reference notices were issued to the parties who appeared. The workman appeared through the representative whereas the Management appeared through Counsel. The workman filed the statement of claim and rejoinder. He supported his pleadings with his affidavit whereas the Management filed Written Statement and the affidavit of their Divisional Engineer Malkiat Singh. The workman appeared as a witness and the case was being listed for the evidence of the Management when the workman stopped appearing in the case. The statement of witness of the Management was recorded, in his absence, on 4th Sep., 2006. The

witness of the Management was not cross examined since the workman was not present and he has not appeared thereof.

The workman has claimed that he had served the Management as a workman in the office of SDO T Ropar from 15th May, 1994 on a monthly salary of Rs. 2138 till 1st March, 1999 when his services were terminated by the Management without any notice, charge sheet or inquiry. He was also not paid the retrenchment compensation. The Management in their reply stated that the workman was never engaged by them nor his services were terminated by them. Their case is that they had engaged a contractor who used to provide them the work force and so there was no occasion for them to engage the workman as workman. The workman in his statement admitted that he was not given any appointment letter, however he claimed that he was paid the wages by the Sub Inspector of the Management. He further claimed that one Jai Singh was his junior, who was also engaged by the Management and his services were regularized; and that he was getting wages at the rate of Rs. 40 per day. In support of his claim the workman has not produced anything to show that he was engaged by the Management. As against to it the Management has placed on record the photo copies of the tender notice and the agreement alleged to have been entered with Messrs. Ramesh Kumar Mittal, the contractor. The witness of the management proved these documents as correct. The workman did not cross examine the witness nor he appeared on the day when the statement of the witness of the Management was recorded and thereby he lost the right to cross examine the witness of the management. Thus neither by his own evidence nor through the mouth of witness of the management the workman has been able to show that he was engaged by the management on 15th May, 1994, on a salary of Rs. 2138 and he served the management till 1st March, 1999. The management had admitted that they had not paid any retrenchment compensation to the workman nor he was given any notice. No inquiry was held against him. Their claim is that the workman was neither engaged by them nor he ever served them therefore, the question of issuing him the notice or holding any inquiry or paying him the retrenchment compensation did not arise.

After going through the evidence available on record I am of the opinion that the workman has failed to prove that the Management had terminated the services of the workman and their action was unjust and illegal. He has not been able to prove the claim of the Management that they had never engaged him nor they had regularized his services. Therefore, he is not entitled to any relief. His claim is rejected. The award is passed in these terms. Let a copy of this award be sent to the appropriate government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 179.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-II चण्डीगढ़ के पंचाट (संदर्भ संख्या 1006/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2006 को प्राप्त हुआ था।

[सं. एल-40012/110/2000-आई आर (डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 27th December, 2006

S.O. 179.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1006/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 27-12-2006.

[No. L-40012/110/2000-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Presiding Officer : Shri Kuldeep Singh

CASE No. I.D. No 1006/2K5.

Registered on 17-09-2005

Date of Decision 8-12-2006.

Mukhtiar Singh C/o Shri N.K. Jeet, President, Telecom Labour Union, Mohalla Hari Nagar, Lal Singh Basti Road, Bhatinda

Petitioner

Versus

The General Manager, Department of Telecom,
Hoshiarpur

Respondent

APPEARANCE

For the Workman : Shri. N.K. Jeet AR

For the Management : Shri G.C. Babbar

AWARD

The workman continues to be absent. Since the workman did not appear in the case despite repeated notices, therefore, it was directed that a notice under R/C be issued to him. The notice was, therefore, issued to him under R/C vide Postal Receipt No.3002 dated 3rd October, 2006. The R/C carrying the notice was received back with the report that the house of the workman is locked and he is residing in Ludhiana. On the R/C there is a noting that the Postman visited the house of the workman five times before making the report. The workman, therefore, was not available on the address which he had given in the authority letter executed in favour of Shri N. K. Jeet and others. In the reference he has given his address through Shri N. K. Jeet, who stopped appearing for him and a notice given to the workman through Shri N.K Jeet was also not responded by the workman or by Mr. N. K. Jeet.

This has proved that the workman is not interested to prosecute his case otherwise he would have appeared in person or through his representative, or at least should have come and inquired about the progress in the case during all this period.

On record there is a Claim Petition filed by the workman, the reply given by the management duly supported by the Photo copies of the documents such as agreements. There is also on record the rejoinder of the workman, the affidavit of witness of the management. The workman himself has not supported his claim with any evidence. The Claim made by him that he had worked as a Line Man in the office of General Manager, Telecom on a salary of Rs. 2138 is not supported by any evidence. There is also no evidence to show that his services were terminated by the management on 28th Feb., 1999. The workman himself has not come forward to admit or deny the statement of claim and rejoinder. Thus there is no evidence on record to support the claim of the workman.

The reference made by the appropriate Govt. vide their order no.LA 40012/110/2000-IR(DU) dated 30th May, 2000 is answered in the terms that the workman has failed to show that the action of the Management of General Manager, Telephones, Hoshiarpur in ordering disengagement of Shri Mukhtiar Singh, the workman, who was engaged through Ashok Kumar w.e.f. 1st March, 1999, was illegal and unjustified. There is infact no evidence to show that the workman was ever engaged by the management through Shri Ashok Kumar Sharma or his services were terminated by them on 1st March, 1999. In the circumstances the workman is not entitled to any relief. The reference is answered against him and the award is passed. Let a copy of this award be sent to the appropriate Govt. for necessary action and the file be consigned to records after due completion.

KULDEEP SINGH, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 180.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. II, चण्डीगढ़ के पंचाट (संदर्भ संख्या 955/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2006 को प्राप्त हुआ था।

[सं. एल-40012/144/2001-आई आर (डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 27th December, 2006

S.O. 180.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 955/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. II, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 27-12-2006.

[No. L-40012/144/2001-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH****Presiding Officer : Shri Kuldip Singh**

CASE No. I.D.No.955/2K5.

Registered on 15-09-2005

Date of Decision 8-12-2006.

Rakesh Kumar C/o Shri Madan Mohan House No. 1212,
Sector-22B, Chandigarh

....Petitioner

Versus

The General Manager Telecom, Amritsar

....Respondent

APPEARANCE

For the Workman : Shri. N.K. Jeet, AR

For the Management : Shri G.C. Babbar, Advocate

AWARD

The workman continues to be absent. Nobody is present for the management.

The record of the file shows that the workman has not appeared since June, 2006. He also did not produce his evidence nor paid the costs imposed *vide* Court order dated 21st April, 2006. On 22nd August, 2006, Shri R. K. Singh Parmar, who appears in other cases as the representative of the workmen claimed that he has been authorized to appear on behalf of the workman. He was asked to produce the letter of authority, but on the subsequent date fixed for 30th October, 2006, neither Shri Parmar, appeared nor the workman to admit or deny the engagement of Shri Parmar. In the circumstances the Court issued fresh summon to the workman under R/C, but it is reported by the Postal Authorities that the addressee was not available since he had left without address. From the conduct of the workman it appears to the Court that he has lost interest in the case, therefore, he is not appearing nor has produced any evidence in support of his claim.

The workman, by his statement of claim, submitted that he was appointed as Security Guard and was posted in the office of DTSD, Bharatnagar, Amritsar w.e.f. 1st April, 1996, on a monthly salary of Rs. 1200 and he served them upto 28th Feb., 1999, but thereafter the Management terminated his services without any charge sheet, inquiry or compensation. The Management denied this claim of the workman, by filing a written statement duly supported by an affidavit and the documents including agreements. The workman although filed his affidavit and produced photo copies of documents, but he has not come forward to prove the documents produced by him. There is only claim and disclaim of the parties, but no proof to find out that the workman was infact engaged by the Management and they had terminated his services and the action of the Management was unjust and illegal. In the circumstances the reference made by the Govt. of India *vide* their order

No.L-40012/144/2001-IR(DU)) dated 6th August, 2001, is decided against the workman holding that he has failed to prove that his services were terminated and that by the management and their action was unjust and illegal. Let a copy of this award be sent to the appropriate Govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 181.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में। केन्द्रीय सरकार औद्योगिक अधिकरण/भ्रम न्यायालय न.-II चण्डीगढ़ के पंचाट (संदर्भ संख्या 579/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2006 को प्राप्त हुआ था।

[सं. एल-40012/404/1999-आई आर (डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 27th December, 2006

S.O. 181.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 579/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No.-II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 27-12-2006.

[No. L-40012/404/1999-IR (DU)]

SURENDRA SINGH, Desk Officer**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT-II, CHANDIGARH****Presiding Officer : Shri Kuldip Singh**

CASE NO.I.D.No 579/2K5.

Registered on 23-08-2005

Date of Decision 8-12-2006.

Birbal Singh,
S/o. Shri Dalip Singh,
C/o. Shri N.K. Jeet,
President,
Telecom Labour Union,
Mohalla Hari Nagar,
Lal Singh Basti Road,
Bhatinda

....Petitioner

Versus

The General Manager,
Telecom,
Bhatinda (Punjab)

.....Respondent

APPEARANCE

For the Workman : Shri N.K. Jeet

For the Management : Shri G.C. Babbar

AWARD

The workman continues to be absent. Management appears through Counsel.

The record of the file shows that the workman has not appeared in person except on 23rd Feb., 2006. Thereafter he appeared through representative on 5th May, 2006 and then he stopped appearing in the case. It was in these circumstances that a notice under R/C was sent to him vide Postal Receipt no.3267 on 13th October, 2006. He was supposed to appear today, but neither he is present nor the notice sent to him under R/C has been received back unserved. It gives reason to believe that the workman has received the notice but he is not present. He seems not to be interested in the case any more. Therefore, the case is being considered in his absence.

The appropriate govt. vide their order No. L-40012/404/99/IR(DU) dated 17th Feb., 2000 desired of this Tribunal to adjudicate upon whether the action of the Management of General Manager Telecom, Bhatinda in terminating the services of Shri Birbal, the workman, was legal and justified and if not to what relief he is entitled to and from which date.

The workman, in support of his claim, filed the Claim Petition and stated that he was engaged by the Management as workman in Telephone Exchange, Mour on 1st April, 1994, on a salary of Rs. 2138 and he served them upto 1st March, 1999, when his services were terminated by the management without notice, charge sheet, inquiry or compensation. The Management has denied this claim of the workman. They have even denied the relationship of employer and employee between the parties. The workman filed the rejoinder as well as affidavit in support of his claim. However, when the case was listed for his statement, the workman did not appear in person and has not appeared even through representative since after 5th May, 2006. He has also not produced any evidence in support of his claim.

On record I do not find any evidence to show that the workman was engaged by the management and it was they who terminated his services on w.e.f. 1st March, 1999. Since there is no evidence to support the claim of the workman, so it is held that he is not entitled to any relief. The award is passed against him holding that he is not entitled to any relief. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion

KULDIP SINGH, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 182.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. II चण्डीगढ़ के पंचाट (संदर्भ संख्या 581/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2006 को प्राप्त हुआ था।

[सं. एल-40012/415/99-आई आर (डी यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 27th December, 2006

S.O. 182.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 581/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 27-12-2006.

[No. L-40012/415/99-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II,
CHANDIGARH**

Presiding Officer : Shri Kuldip Singh

CASE NO. I.D. No 581/2005

Registered on 23-08-2005

Date of Decision 8-12-2006

Mohinder Pal

S/o. Shri Churu Ram,

C/o. Shri N.K. Jeet,

President,

Telecom Labour Union,

Mohalla Hari Nagar,

Lal Singh Basti Road,

Bhatinda

....Petitioner

Versus

The General Manager,

Telecom,

Bhatinda (Punjab)

.....Respondent

APPEARANCE

For the Workman : Shri N.K. Jeet

For the Management : Shri G.C. Babbar

AWARD

The workman continues to be absent. On the last two dates also he was absent, therefore, a notice under R/C was issued to him vide Postal Receipt No.3268 dated 14th October, 2006, asking him to appear in this Court today. Neither he is present nor the R/C carrying the notice has been received back unserved. More than 30 days have passed since when the notice was sent to the workman. Neither the workman is present nor the notice sent has been received back, therefore, there is reason to presume that the workman has received the notice, but he is not present; and that he has lost interest in the case.

The Govt. of India vide their order no.L-40012/415/99 IR(DU) dated 17th Feb., 2000 referred the dispute between the parties for the adjudication of this Tribunal to give the opinion, whether the action of the Management of General Manager Telecom Bhatinda in terminating the services of Mohinder Pal S/o Shri Churu Ram is legal and justified and if not to what relief the workman is entitled to and from which date. In response to the notice issued the workman appeared, filed his statement of claim and stated that he had served the Management, as

workman, in the Power Plant, Bhatinda from 1st Jan., 1998, on a salary of Rs. 2138 and that the Management terminated his services w.e.f. 1st March, 1999, without any notice, inquiry or charge sheet. They also did not pay him the compensation, therefore, the termination of the workman is bad in law. The Management has denied the claim of the workman and stated that they had never engaged him; and that they had entered into an agreement with a Contractor, who supplied the work force to them, therefore, there was no occasion for the Management to engage the workman nor they could engaged him in view of the directions of the Govt. of India and the question of termination of his services did not arise. They have placed on record a copy of the agreement entered with one Ashok Kumar Garg, a contractor, who was to supply the work force to the Management. They have also placed on record a number of other documents in the shape of photo copies thereof. The workman filed his affidavit but has not appeared as a witness, although a number of opportunities were given to him to do that.

On record there is no evidence to show that the workman was engaged by the Management; and he had served them from 1st Jan., 1998 to 1st March, 1999, on a salary of Rs. 2138 and that the Management terminated his services without any notice, inquiry, charge sheet or compensation. Since the workman has not appeared as a witness nor has proved his affidavit, no reliance can be placed on his pleadings and the affidavit. On the other hand the Management has denied the claim of the workman. In view of this the reference is answered against the workman, holding that the workman has failed to show that the Management had engaged him and had terminated his services in violation of principles of law and natural justice. The award is passed in these terms. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2006

'का.आ. 183.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आई.ए.आर. आई. रीजनल स्टेशन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. II चण्डीगढ़ के पंचाट (संदर्भ संख्या 1059/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2006 को प्राप्त हुआ था।

[सं. एल-42012/29/1994-आई आर (डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 27th December, 2006

S.O. 183.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.1059/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. II, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of IARI Regional Station and their workman, which was received by the Central Government on 27-12-2006.

[No.L-42012/29/1994-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Presiding Officer: Shri Kuldip Singh

CASE No. I.D.No 1059/2005

Registered on 20-09-2005

Date of Decision 8-12-2006

Workmen

C/o. Shri Nathu Ram Munjal,

Advocate,

District Courts,

Karnal.

....Petitioner

Versus

Principal Scientist,

IARI Regional Station,

Karnal

.....Respondent

APPEARANCE

For the Workman : Jagdish Manchanda

For the Management : Shri D.R. Sharma
Advocate.

AWARD

The workman is not present. Management appears through Counsel. Except on 15th June, 2006 when one of the workmen Pawan Kumar appeared in person, the workmen have not appeared in this case on any date. Ultimately a notice under R/C was issued to the workmen Pawan Kumar under Postal Receipt No. 4031 dated 3rd Nov., 2006 directing him to appear in the case today. But he is not present nor the R/C carrying the notice has been received back unserved which shows that the workmen have received the notice, but they have chosen not to appear. This makes the Court to presume further that the workmen are not interested to prosecute this case, therefore, the case is being considered in his absence.

The Govt. of India vide their notification No.L-42012/29/94 dated 27th/29th Dec., 1995 asked this Tribunal to adjudicate upon whether the Management was justified in not giving the re-employment to Pawan Kumar and others and if not to what relief the workmen are entitled to.

The workmen filed the claim Statement to which the Management filed the reply. The Management filed the affidavit of Shri I.P Gupta and Mohd. Mehboob, whereas the workmen neither appeared nor filed their affidavits. They have also not produced any evidence in support of their claim. The law is settled that whosoever makes the claim has to prove it. But the workmen have miserably failed to prove that they had the right of reemployment by the Management. Therefore, they are entitled to no relief. In the circumstances their claim is rejected and the award is passed against them holding that they are not entitled to any relief. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई, दिल्ली, 27 दिसम्बर, 2006

क्र.आ. 184.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मिलिट्री इंजीनियरिंग सर्विस के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. II, चण्डीगढ़ के पंचाट (संदर्भ संख्या 674/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2006 को प्राप्त हुआ था।

[सं. एल-13012/11/99-आई आर (डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 27th December, 2006

S.O. 184.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 674/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Military Engineering Service and their workman which was received by the Central Government on 27-12-2006.

[No. L-13012/11/99-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-II
CHANDIGARH**

Presiding Officer : Shri Kuldip Singh

Case No. I.D. No. 674/2k 5.

Registered on 25-6-2005

Date of Decision 8-12-2006.

Prakash Yadav C/o Shri Gopal Arora, House No.
2253 Sector-15C, Chandigarh

Petitioner

Versus

The Chief Engineer, Military Engineering, Service,
Bhatinda (Punjab)

Respondent

APPEARANCE

For the Workman : Mr. Ashish Grover
For the Management : Mr. K.K. Thakur Advocate

AWARD

The workman is not present despite notice to him under R/c at his village address, given by him in his affidavit dated 15th October, 2001. On an earlier occasion the notice under R/c was issued to him on his Chandigarh address, which was available in the order of reference, received from appropriate govt. vide their No. L-13012/11/

99/IR (DU) dated 16th Dec, 1999. The R/c carrying the notice was received back with the report that the workman has left without address. There is no other address available in the record on which fresh notice can be sent to the workman. The representative engaged by him, did not appear in this Court since December, 2005. There is on record the statement of claim, the affidavit of the workman on the one hand, and the reply of the Management to the statement of claim and affidavit of Shri Alok Shukla, witness of the management. The claim made by the workman has been denied by the Management. There is however no evidence for and against the pleadings of the parties.

On record I do not find any legal evidence to show that the Management had terminated the services of the workman without paying him retrenchment compensation and, therefore, their action was bad in law. In the circumstances the reference is answered against the workman holding that he has failed to show that the Management had violated the provisions of law and principles of natural justice by terminating his services. He is, therefore, not entitled to any relief. The reference is answered against him and the award is passed in terms of this order. Let a copy of this award be sent to the appropriate Govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2006

क्र.आ. 185.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल शीप ब्रिडिंग फॉर्म के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. II, चण्डीगढ़ के पंचाट (संदर्भ संख्या 440/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2006 को प्राप्त हुआ था।

[सं. एल-42012/41/99-आई आर (डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 27th December, 2006

S.O. 185.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 440/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Sheep Breeding Farm and their workman which was received by the Central Government on 27-12-2006.

[No. L-42012/41/99-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE**CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-II
CHANDIGARH****PRESIDING OFFICER : Shri Kuklip Singh****Case No. I. D. No. 440/2k 5.****Registered on 19-08-2005****Date of Decision 6-12-2006.****Dinesh C/o President District Agriculture Working
Union Station No. 9 House No. 371, Jawahar Nagar, Hissar****....Petitioner****Versus****Director Central Sheep Breeding Farm,
PO Box No. 10, Hissar****....Respondent****Appearance****For the Workman : Sh. Darshan Singh****For the Management : Sh. Sanjay Goyal Advocate****AWARD**

The Govt. of India vide their notification No. L-42012/41/99/IR (DU) dated 27th July, 1999 referred the following matter for the consideration of this Tribunal:

"Whether the action of the Director, Central Sheep Breeding Farm, Hissar in terminating the services of Shri Dinesh S/o Shri Prabhu Dayal is legal and justified? If not, to what relief the workman is entitled?"

The notice of the reference was given to the parties. The workman appeared through representative whereas the management appeared through Counsel. They changed the counsels and finally Mr. Sanjay Goyal continued appearing for the Management. The workman filed his Claim Petition, to which the Management filed the Written Statement. The workman filed his affidavit whereas the management filed the affidavit of their witness Dr. Babu Ram & Dr. B.S. Purohit. The workman appeared as a witness whereas the management produced only Dr. B.S. Purohit as their witness.

The claim of the workman is that he was engaged as attendant/Peon by the management from 1st July, 1995 on daily wages but was paid the wages at the end of the month and he served them till 30th Apr., 1997. On his application and considering his experience in the line, he was appointed as Peon on adhoc basis from 1st May, 1997, which appointment was extended upto 31st October, 1997. He was disengaged by oral order stating that his appointment is under the consideration of the concerned Ministry; that he had served the management continuously from 1st July, 1995 till 31st October,

1997; that the management disengaged him from service without issuing him any notice and without paying him the appropriate compensation. They, by their act, violated the provisions of the law; that he had made the representation to the management but received no reply. He apprehends that the management wants to appoint somebody else ignoring his claim and thereby they are resorting to unfair labour practice.

The management in their reply has claimed that the workman has no right to claim since the management is not an Industry and is engaged in scientific breeding of sheep with a view to improve the sheep stock of India. The management being a scientific institution is not an Industry. Besides all the expenses of the Institute are met by the Govt. of India and, therefore, they are not an Industry. This fact is already accepted by the Industrial Tribunal at Hyderabad. On merits it is their claim that the services of the workman came to an end in terms of his appointment letter as he was engaged purely on adhoc basis for three months, which order was extended for further period of three months and ultimately it came to an end on 31st October, 1997. The services of the workman automatically came to an end on 31st October, 1997, by afflux of time. According to them the post of Peon was abolished since 15th Feb., 2001. Denying that any fresh hand has been engaged by the management, it is stated by them that they have not violated the provisions of Section 25-F, G & H of the Industrial Dispute Act, 1947 hereinafter to be referred as Act. According to them their action was legal, just and in accordance with law, therefore, the workman is not entitled to back wages or any other relief.

The workman appeared as a witness and proved his affidavit W -1 and documents W-2 he admitted that he was appointed initially on daily wages, on 1st July, 1995 but claimed that he had continuously served in that capacity till 1st May, 1997 when he was appointed on adhoc basis for three months. He admitted to have agreed to work on the terms and conditions of the order and stated that his services came to an end on 31st October, 1997, after the extended period of his engagement came to an end.

The witness of the management Dr. B.S Purohit also proved his affidavits MW I and the documents placed on record Annexures R-1 to R-4. In cross examination he stated that W-2/1 was issued by him; that the workman is used to get one rest day in a week but that fact is not noted in W-2/1. He further stated that the workman was working with Dr. Vijender Singh, who was later on placed on suspension in Sep., 1997. He denied that the workman was disengaged on the exit of Dr. Vijender Singh. He admitted that no compensation was paid to the workman. He further admitted that the workman had served the management from 1st July, 1995 to 30th April, 1997 as daily wagger and from 1st May, 1997 to 31st October,

1997, on adhoc basis. He further admitted that the workman was not given any offer of appointment thereafter since there was no vacancy.

From the pleadings of the parties and the statement of the workman and witness of the management the undisputed facts which emerge out are that the workman had served the management continuously from 1st May, 1995 upto 31st October, 1997. Though the first tenure from 1st May, 1995 to 30th April, 1997 was as a daily wager whereas during next six months he served on adhoc basis. In short the admitted case of the parties is that the workman had served the management for more than 240 days, 12 months preceding the date of his disengagement. Dr. Purohit, the witness of the Management, admitted that before his disengagement the workman was not paid any disengagement compensation. There is also no rebuttal to the claim of the workman that before his disengagement he was not given notice of termination nor was paid wages for the notice period. The management therefore, did not comply with the provisions of Section 25-F of the Act, before the disengagement of the workman. Their claim is that since the engagement of the workman was adhoc which was not extended beyond 31st October, 1997, therefore, he automatically got disengaged on 31st October, 1997 by afflux of time. According to them the workman knew the terms and conditions of his engagement and by his statement, he agreed to the terms and conditions of his engagement, at the time of his adjustment on adhoc basis for three months. This fact may be true, but before his engagement on adhoc, the workman, by serving the management for more than 240 days, 12 months preceding the date of change in the nature of his engagement by the management had earned the protection granted by Section 25-F of the Act.

Admittedly, the workman if not illiterate, may be semi literate, could not be expected to understand changing the nature of his engagement the management intended to unsecure his position by limiting the extent of tenure of his engagement. However this cannot affect the right of the workman which he had earned by continuously serving the management for 240 days, 12 months preceding the date of his disengagement. The law is now settled that a workman is a workman, whether engaged as a temporary, regular, adhoc or on daily wages and he gets the protection of Section 25-F of the Act, the moment he renders continuous service of 240 days preceding the date of his disengagement. The management, therefore, was supposed to follow the provisions of Section 25-F of the Act, before terminating the service of the workman which they have not done by not paying him the wages for the notice period and by not paying him the retrenchment compensation. They have violated the law and principles of natural justice. The disengagement of the workman, therefore, was bad in law.

The management has claimed that they are not the Industry since the Management is engaged in the Research work and is fully financed by Govt. of India. In my opinion the claim made is unfounded. In the face of judgement in the case of Bangalore Water Supply and Sewerage Board V/s. A. Rajappa, reported as (1978) 1 LLJ 349 where it is held that if the Research Institute fulfills the triple test of Systematic activity, organized cooperation between employee and employer, for the production or distribution of goods and services calculated to satisfy the human wants and wishes such institutes are also an Industry. It is not shown by the management that they did not fulfill the triple test. Therefore, they are the Industry.

After considering all the facts and circumstances of this case I hold that the management was an Industry and the workman, a workman. The Management did not comply with the provisions of the Act before terminating the services of the workman. As such the termination of the work was bad in law and is hereby quashed.

Now the question comes as to what relief the workman is entitled to. Since the engagement of the workman has been declared as bad in law, therefore, he is treated to be in service of the management as if he was not disengaged from the service of the management w.e.f. 1st Nov., 1997. The workman has not claimed that he has remained without gainful engagement during the period he has remained out of service of the management on the other hand the workman has not served the management but not due to his fault. It can not be accepted that he remained without work and still survived. Considering all these facts I am of the opinion that the workman is entitled to back wages so as to supplement his earnings. Therefore, I hold that the workman is entitled to back wages to the extent of 25% of the wages what he would have got what for his disengagement. The award is passed in favour of the workman. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 186.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.बी.एम.बी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. II, चण्डीगढ़ के पंचाट (संदर्भ संख्या 979/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2006 को प्राप्त हुआ था।

[सं. एल-42012/123/92-आई आर (डी यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 27th December, 2006

S.O. 186.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 979/2005) of the Central Government Industrial Tribunal-cum-Labour Court No.-II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of B.B.M.B. and their workman, which was received by the Central Government on 27-12-2006.

[No. L-42012/123/92-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH**

Presiding Officer : Shri Kuldip Singh

Case No. I. D. No. 979/2k5

Registered on 16-09-2005

Date of Decision 9-11-2006

Ramesh Chand S/o Shri Beli Ram, C/o Shri Sat Pal Shah,
General Secretary, BBMB, Karam chari Sangh, Nangal.

.....Petitioner

Versus

Chief Engineer, Bhakra Dam, BBMB Nangal and Others

.....Respondent

APPEARANCE

For the Workmen : Sh. R.K. Singh Parmar AR

For the Management : Mr. D.L. Sharma for
Respondent No. 1
Mr. R.C. Attari for
Respondent No. 2

AWARD

The following reference received from the Central Govt. is under the consideration of this Tribunal :—

“Whether the action of the Management of Chief Engineer, Bhakra Dam, BBMB Nangal Township and the Chief Engineer, Bhakra Satluj Link Project, BBMB Sundernagar District Mandi (HP) in not offering re-employment to Shri Ramesh Chand S/o Late Shri Beli Ram is legal and justified? If not, what relief he is entitled to and from what date?”

On getting the reference notices were issued to the parties who appeared through their representatives. The workman filed his Claim Petition and supported the same with his own affidavit. The management has filed the reply through their two officers. One by respondent No.1 and other by respondent No. 2, Chief Engineer, Bhakra Dam, Nangal II. The workman filed rejoinder and also placed on record the photo copies of the documents which were later on Exhibited as Ex W-2 to Ex W-10. The Management

filed the affidavit of one Surinder Kumar and that of SDO Malkiat Singh. They placed on record photo copies of documents Annexure R1 to Annexure R3. They also placed on record photo copies of documents Exhibit M3 to M7. The parties have also submitted Written Arguments.

Stated in brief the claim of the workman is that he had joined the services with Respondent No. 2 on 26th May, 1958 and he served them continuously upto 27th Feb., 1967. He was retrenched on 28th Feb., 1967 due to reduction in strength that at the time of his retrenchment he was holding the status of work mistry. Later on he was re-employed as work mistry on 26th June, 1967 by the Executive Engineer, Regulation Division under Respondent No. 2 and his services were retrenched again on 30th Nov., 1968 but he was not paid his dues including retrenchment benefits; that he was employed by respondent No. 1 as work mistry on 6th December, 1969 and he worked in that capacity upto 20th Jan., 1979 when against his services were retrenched. At that time he was holding the status of chargeman, Special Grade II and was getting Rs. 194/- p.m as his basic salary.

The further claim of the workman is that due to completion of certain work, the Bhakra Satluj Link Project was merged with Bhakra Dam and the establishment was renamed as BBMB (Bhakra Beas Management Board), vide notification of Central Govt. dated 15th May, 1976; and the retrenched staff of the respondent No.1 was adjusted in the establishment of respondent No. 2. They were given all the benefits of past services since they were working under the same chairman; that the workman after his retrenchment by respondents 1 and 2, made representations for re-employment in terms of Section 25-H of the Industrial Disputes Act, 1947, hereinafter to be referred as “Act” and his case was referred to Director Regulation BBMB. He also submitted his representation under R/C to the respondent No. 2, but the same remained unanswered. The Management continued making recruitments by violating the provisions of Section 25-H of the Act. They did not provide option to the workmen for re-employment although the workman, therefore, was entitled for re-employment from the date his juniors were recruited. In the end he has prayed for a relief in terms of Section 25-H of the Act along with any other relief found due to him.

Both the respondents filed separate Written Statements. According to respondents, Chief Engineer Bhakra Satluj Link, Sundernagar. The reference is not maintainable since the workman was paid all the benefits on his retrenchment from the Bhakra Construction Board and the workman had voluntarily accepted the same. The workman having snapped the relationship with the management, therefore, cannot claim appointment as a matter of right; that too in a different and distinct

establishment created under the Punjab Reorganization Act, 1966 and the Industrial Disputes Act, 1947. On merits it is claimed by them that the workman was the ex-work charge of Beas Construction Board and not of Bhakra Beas Management Board. Admitting that the workman was appointed afresh as work mistry, on 6th December, 1969 and was promoted step by step and was finally made charge man, special grade II w.e.f. 1st July, 1972. He was retrenched from service on the completion of the part of the work of BCB on 4th Jan., 1979. The workman willingly accepted the retrenchment benefits as admissible under rules and his claims were finally settled. Denying the other averments made in the Claim Petition it is stated by them that as per the Award No.2 C of 1971, the senior most work charged employees of the BCB were to be inducted in the service of the BBMB within 6 months from the date of completion of the Civil works of BCB. The applicant being a junior one could not be inducted. His case could be considered on merits but not as a matter of right. Contesting the claim of the workman for the benefit of Section 25-F of the Act, it is stated by them that the said provisions was not available to the workman since he was the retrenched employee of BCB which was a different organization to that of BBMB, therefore, he can not claim a right against the BBMB. His case could be considered only on merit provided he was sponsored by the resettlement cell of Bhakra Satluj Link.

In reply to para 4, of the written statement it is stated by the respondents No. 1 that the Beas Construction Board was bound up on the completion of the project which was transferred to the BBMB. Denying the claim of the workman that all the employees of the BCB were adjusted in the BBMB, it is stated by them that only the senior work charge employees were taken in the employment of the BBMB as per the 1971 award passed by the Industrial Tribunal (Supra) and the workman having been retrenched from BCB, he had no legal right to claim appointment in BBMB. The respondent have also denied the claim of the workman that he had a right to be considered in terms of Section 25-H of the Act or that there was violation of directions of the award. The respondent finally submitted that the workman has no legal right to claim appointment in the BBMB, therefore, his claim be rejected.

Respondent No. 2, filed separate Written statement and also maintained that the reference is not maintainable since there did not exist any dispute between the parties; that the reference was bad for latches; and that since the workman himself has admitted that he was lastly retrenched by the Bhakra Satluj Link, Project authorities, therefore, there never existed a relationship of respondent with the workman. On merit it is claimed by the answering respondent that there never existed a Regulation Division in 1967, which was created in the year 1975. Moreover as per the reply given by the Chief

Engineer, Bhakra Dam, respondent No. 2 in the case, the workman has no right against the said respondent. The claim made by the workman, is not available to him, therefore, the same may be rejected.

This Tribunal is required to examine whether the action of the Management of Chief Engineer, Bhakra Dam, BBMB Nangal, Township and Chief Engineer BSL Project, BBMB, Sundernagar, in not offering re-employment to Shri Ramesh Chand S/o Shri Beli Ram is legal and justified, if not what relief he is entitled to and from what date?

The claim of the workman is that he had joined services with Chief Engineer BSL, BBMB Nangal Township, respondent No. 1 on 26th May, 1958 and he served them upto 27th Feb., 1967 when his services were retrenched due to reduction in strength. He was later on was re-employed from 26th June, 1967 and he worked for them till 30th Nov., 1968. His further claim is that he was employed by Chief Engineer, BSL, BBMB, Sundernagar on 6th Dec., 1969, and he served them till 20th Jan., 1979. Thus the workman himself has admitted that he had served under two Managements, distinct and different from each other, though finally both were merged in one known as Bhakra Beas Management Board, hereinafter to be referred as "BBMB". Before we approach to examine the claim of the workman the historical background of creation of BBMB may be kept in mind.

Hon'ble Supreme Court of India in the case of Jaswant Singh V/s Union of India and others, reported as AIR 1980 SC 115 summarized the implementation of Bhakra Beas Construction Project, the provisions of Punjab Reorganization Act of 1960 in the following words :—

"The construction of the Beas Project was commenced in the year 1960 as a venture of the erstwhile State of Punjab and the State of Rajasthan by an agreement between the two States. All decisions on policy and administrative matters were taken by a Board known as Beas Control Board which was constituted by the Central Government in consultation with the States on Feb., 10, 1961. The Control Board was presided over by the Governor of the then Punjab and its members included Ministers of the States of Punjab and Rajasthan and senior members of the Central Government and the two states. The decisions of the Control Board used to be implemented by the Punjab Government which was administering and executing the works on the project. Expenditure on the Project was shared by the Punjab and Rajasthan Governments.....by Section 79(1) of the Punjab Reorganization Act, the 'Bhakra Management Board' was constituted by the Central Government for administration, management and operation of the Bhakra Nangal Project which included the Bhakra Dam, the Nangal Dam, certain irrigation headworks, power houses and sub-station.....Sub Section(5) of Section 80 provides

that any component of the Beas Project in relation to which the construction has been completed after the appointed day may be transferred by the Central Government to the Bhakra management Board constituted under Section 79, whereupon the provisions of that section shall apply as if it were a work included in sub section (1) of that Section, By Sub-Section (6), the Bhakra Management Board constituted under Section 79 is to be re named as the Bhakra Beas management Board when the components of the Beas Project is transferred under Sub Section 5. The Beas Construction Board is to exist when all the components of Beas Project have been so transferred..... Thus part VIII the Punjab Reorganization Act provides for the constitution and prescribes the functions and powers of three different Boards: (1) The Bhakra Management Board, (2) The Bhakra Construction Board and (3) The Bhakra Beas Management Board. For brevity these boards are mostly referred to this judgement as the B. M. Board, the B. C. Board and the B.B.M. Board respectively. The B.M. Board and the B. C. Board were constituted on Oct. 1967. The B. M. Board was remined as B.B.M Board on May 15, 1976, when two components of the Beas Project the Bhtinda-Sangrur Transmission Line and the Panipat Sub Section, were transferred to the B.M. Board. Prior to reorganization, there was only one Board in existence, called the Beas Control Board, which was constituted on Feb., 10, 1961..... We have noticed that the Beas Project which prior to the reorganization of Punjab was a joint venture of the erstwhile State of Punjab and State of Rajasthan, become a venture of successor States and States of Rajasthan w.e.f November 1966 prior to the reorganization, the management and construction works of Bhakra Nangal project as well as of the Beas project were under the control of the erstwhile State of Punjab though the entire expenditure for the two projects was shared by Punjab and Rajasthan. By the Reorganization Act the entire expenditure for the construction and completion of the Beas Project was to be shared by the successor States and the State of Rajasthan but the responsibility of construction and completion of the Beas project was entrusted to the Central Government.

It is the admitted case of the workman that he was initially engaged on 26th may, 1958, by respondent No. 2 and his services were retrenched due to reduction in strength on 28th Feb., 1967. He was re employed on 26th June, 1967, but again his services were terminated on 30th Nov., 1969. He claims that he was not paid retrenchment benefits whereas it is claimed by the Management that he was paid retrenchment compensation and other benefits in terms of the Industrial Dispute Act. The workman in his statment recorded on 27th Dec., 2000 admitted that at the time he was retrenched from service by the BSL Project, he had received the terminal benefits. Thus, when his

services were terminated by the BSL Project due to reduction of staff he was paid the terminal benefits and that is why he did not raise this claim since 1969. His second termination came in the year 1979, again at the time of completion of the work undertaken by Beas Construction Board. The Management has claimed that the workman was paid the terminal benefits at that time also, that is why, the workman has not raised the claim of payment of retrenchment compensation and other terminal benefits. The only grievance of the workman is that although he had served the Management of BSL and BBMB which are now both under the same banner, but he was not given the opportunity of re-employment although the Management had engaged his juniors in the employment. The workman in his statement of claim has nowhere named the persons who were juniors to his and were re-employed by the management. In his statement also he did not name any such worker who was junior to him but was given the re-employment by the management. As stated earlier the workman was engaged for a specified works and after the completion of that work the agencies like BSL or BCB got bound up and all the works were transferred to a new Management known as BBMB. Thus there is not justification with the workman to claim he was entitled for re-employment by the BBMB since he was never engaged by the BBMB nor his services were terminated by them. The workman was engaged by distinct and different establishment though these establishments merged into BBMB but without the liability of merged establishments to treat as erstwhile employees of BCB or BSL Project, as their own employees and to give them the benefits which they could claim had they were engaged by the BBMB and then retrenched by them. Hon'ble Supreme Court in the case of Jaswant Singh (Supra) has upheld the retrenchment of work charged employees of BSL and BCB on the completion of these works.

There is another aspect of this matter. The employees of BSL Project approached the Central Govt. about their regularization in service. The Central Govt. referred the matter by reference 2 C of 1971 to the Central Industrial Tribunal, Chandigarh. The Tribunal discussed the matter with the management and the employees and a formula was agreed to between the parties. According to which after the completion of the works of Project or anytime within 6 months thereafter, if the BBMB required to recruit any employees from any department of the State or Central Govt., they were to offer the jobs to the work charge employees of the BSL Project who had put in 10 years of continuous service or more and in order of their seniority, in the category or trade, where the vacancy occurred subject to medical fitness of such a workman. It was further directed that the scale of wages paid to such a workman were not to be reduced to his prejudice nor the continuity of his service was to be affected. Thus the

workman could be re-employed, after his retrenchment, in terms of the award provided he had served continuously for 10 years with either of the respondents and was higher in the seniority among those of his category and the vacancy was available in the BBMB in that category and not otherwise. Thus it was the duty of the workman to show that (a) he had served the Management continuously for 10 years or more; that there was a vacancy available in that category in which he had served earlier; that he was the senior most qua the vacancy available in that category but the Management despite that did not give him the opportunity of re-employment. The workman has utterly failed to prove these facts. He has also failed to prove that there was a liability on the BBMB, of the employees of the erstwhile BCB or Beas Construction Board, under whom he had served earlier.

After due consideration of all the evidence available on record I am of the opinion that the workman has failed to show that the action of the management of Chief Engineer, BBMB Nangal Township and Chief Engineer, BSL in not offering re-employment to Shri Ramesh Chander was not legal and justified. The evidence rather shows that the workman was not entitled for re-employment in the face of the 2-C, decided by the Central Govt. Industrial Tribunal, Chandigarh. The claim of the workman is also had for laches. He was last trenched in the year 1979 and he has raised the claim in the year 1994 i.e. after 15 years. For that reason also his claim cannot be accepted. For, these reasons, he is not entitled to any relief. The award is passed against him. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 187.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस सी सी एल के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण गोदावरी खानी के पंचाट (संदर्भ संख्या 18/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2006 को प्राप्त हुआ था।

[सं. एल-22013/1/2006-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th December, 2006

S.O. 187.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 18/2005) of Industrial Tribunal, Godavarikhani as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SCCL and their workman which was received by the Central Government on 27-12-2006.

[No. L-22013/1/2006-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CHAIRMAN, INDUSTRIAL TRIBUNAL -CUM-LABOUR COURT, GODAVARIKHANI

PRESENT

**Sri M. Shanmugam, B.Com., B.L., Chairman-
cum- Presiding Officer**

Wednesday, the 8th day of November, 2006.

Industrial Dispute No. 18 of 2005

BETWEEN

Odelay Sandya,
W/o. Venkateshwarlu,
Age 28 yrs., Occ : House Hold,
R/o. Qr. No. T2-1196, 7B Colony,
Godavarikhani,
now at H. No. 408-16,
Mutyalu Pochamma Wada,
Peddapalli of Karimnagar Distt.

....Petitioner

And

1. The Colliery Manager,
II-A Incline,
Godavarikhani.
2. The General Manager,
Singareni Collieries,
Godavarikhani.
3. The Managing Director,
Singareni Collieries,
Kothagudem,
Khammam Distt.

....Respondents

This Industrial Dispute petition coming on before me for final hearing on 6-11-2006, upon perusing all the documents on record and upon hearing arguments of Sri D. Krishna Murthy, Advocate for the respondents. For the petitioner, she filed the petitioner. Afterwards, she was called absent, set-exparte. As per Rule 24 of A.P., I.D., Rules, if without sufficient cause, the petitioner fails to attend or to be represented before this court, it should be considered as if the party had duly attended or had been represented, and having stood over for consideration :—

AWARD

1. This is a petition filed U/Sec. 2-A(2) of I.D. Act, 1947 praying to direct the respondents to appoint the petitioner into service as fresh duly setting aside the termination order dtd. 22-3-2001 issued by R-2 together with full backwages.

2. The petitioner affidavit allegations briefly are as follows :—

That the husband of petitioner was appointed as an employe in Singareni Collieries in the year 1992 and the husband of petitioner discharged his duties to the fullest satisfaction of superiors till upto removal from service i. e., 22-3-2001.

3. That the husband of petitioner was foisted a single charge of absenteeism of misconduct in the year 1998 and terminated the services of husband of petitioner. The husband of petitioner was not given any documents such as enquiry reports, charge memo and other material papers and thereby committed a false enquiry into the case of petitioner. The enquiry conducted is completely arbitrary illegal and against the principles of natural justice. The husband of petitioner is regularised in the year 1995 and he is a regular employee of SC company.

4. That after the removal from service dtd. 22-3-2001, the husband of petitioner left home without giving any intimation to his Mrs. petitioner herein and also a minor daughter at the mercy of her father in law and mother in law. Both the father in law, mother in law expelled the petitioner herein to the house of her parents. Now the petitioner No.1 and her minor daughter is living in the house of her father. The whereabouts of petitioner's husband for the last three years is not known. So the non availability of regular services of workman is nothing but retrenchment. The termination order is issued by respondent No.2. Therefore the cause of action arise to the petitioner herein to contest the termination as, a class I heir of Hindu succession Act., to survive on the earth along with her minor daughter.

5. That the petitioner went to several times to the 1st respondent to provide an employment of attender or sweeper or any suitable post to her. But the words of petitioner has proved futile. Hence, the petitioner is approaching this court for judicious adjudication. That the petitioner prays this court to decide the validity of domestic enquiry as a preliminary point. The petitioner's husband is an illiterate and he does not know english and the respondent obtained thumb impression of enquiry reports. Thereby cheated to petitioner's husband. The petitioner's husband termination is totally illegal arbitrary. Therefore the fresh enquiry has to be conducted into the case of petitioner.

6. That the petitioner and her minor daughter is living at the mercy of the father of petitioner. That the petitioner is facing untold problem for food clothes and shelter. Therefore prays this court to direct the respondents to appoint the petitioner into service as fresh duly setting aside the termination order dtd. 22-3-2001 issued by R-2 together with full backwages.

7. The averments of the counter filed by the respondents are that it is a Govt. Company incorporated under the companies Act, 1956 for carrying out the business of winning and selling the coal. That since the coal mining industry is a central subject the Appropriate Government for this respondent management is Central Government. The respondent submits that as per S.7A(i) of I.D. Act, the Appropriate Government may by notification in the official gazette constitute one or more industrial tribunal for the adjudication of industrial disputes relating to any matter whether specified in the 2nd schedule or 3rd schedule and for performing such other functions as may be assigned to them under this Act. The respondent

submits that Central Government established an Industrial Tribunal-cum-Labour Court at Hyderabad from 29-12-2000 for adjudication of industrial disputes and the petitioner ought to have approached the said tribunal for the redressal of grievance, if any. But, the petitioner conveniently avoided to file his petition before the tribunal established by the Central Government for the reasons best known to him. That the petition is not maintainable under law and the same may be dismissed on this ground alone.

8. That the maintainability of the dispute raised by the petitioner before this court may be decided as preliminary issue before proceeding with the trial. That the petitioner failed to exhaust the conciliation procedure as laid down in the I.D. Act and filed the present petition before this court under S.2A(2) of I. D., Act, 1947 as amended by A.P. Amendment Act, 1987 (Act No.32 of 1987). That as the appropriate government for coal mining industry is the Central Government, the State Amendment Act is not applicable to the respondent company and the petition filed by the petitioner is not maintainable under law and is liable to be dismissed in limine.

9. That the above petition is filed by the petitioner, wife of Odela Venkateswarlu, ex-Badli Filler, GDK. No. 2A. Incline of the respondent company, who was dismissed from the service of the respondent company vide order dated 20-3-2001. That the petitioner in the above petition clearly stated that the ex-employee left the house without any intimation after removal from the service. That there is no proof regarding his death and there is no declaration from any competent court declaring Sri Odela Venkateswarlu is dead. That in the absence of death certificate or declaration from a competent court the petitioner is not entitled to question the dismissal order dtd. 20-3-2001 passed by the respondent company. On this count alone the above petition is liable to be dismissed.

10. That the husband of the petitioner Mr. Odela Venkateswarlu was appointed as badli filler vide office order dtd. 28-7-1996 in the respondent company but not in the year 1992 as alleged in the petition. That Venkateswarlu had not put in mandatory attendance of 190 days per year since his appointment. As such, he has not served the respondent company to its satisfaction as alleged.

11. That as Mr. Venkateswarlu worked only for 62 days during the year, 1997 and remained absent for his duties without any leave or permission he was issued with a chargesheet dtd. 30-7-1998 under clause No. 25.25 of the approved standing orders for his misconduct of habitual absenteeism. After receipt of the chargesheet had submitted his explanation dtd. 5-8-98 stating that due to ill-health, he did not attend to his duties in the year 1997 and requested the company to allow him to duty. As the explanation of Mr. Venkateswarlu was not satisfactory domestic enquiry was ordered duly fixing the date of enquiry, on 11-8-1998. After receipt of enquiry notice he

had attended the enquiry on 11-8-1998. During the enquiry, he admitted the charges levelled against him and requested the management to condone his absence for this time and assured that he will not repeat the same in future. That he had fully participated in the domestic enquiry and he signed the enquiry proceedings in token of his participation.

12. That Mr. Venkateswarlu had only attended 68 days in the year 1996, 62 days in the 1997, 42 days in the year 1998, 113 days in the year 1999, 117 days in the year 2000. As Mr. Venkateswarlu did not improve his attendance inspite of receipt of chargesheet dt. 30-7-98 and as the representation is not satisfactory the respondent company had no option except to dismiss Venkateswarlu from the services of the respondent company. As such he was dismissed on 20-3-2001 w.e.f., 22-3-2001.

13. That Venkateswarlu had fully participated in the domestic enquiry and put his signature on the enquiry proceedings in English. He was given air opportunity to defend his case. Therefore, the respondent company prays this court to dismiss the petition with exemplary costs in the ends of justice; else the respondent company suffers irreparable loss.

14. Heard on both sides.

15. This is a case of 2005. The petitioner counsel filed vakalat on 17-7-2006. On 9-10-2006, the petitioner counsel stated that the petitioner is not interested, though he had written letters to the petitioner but no response from the petitioner. If on the next date of adjournment, if petitioner not turned-up, he will report no instructions. On 16-10-2006 the petitioner counsel stated that he can withdraw and close the I.D., as the petitioner's husband whereabouts not known for 4 years-on 30-10-2006, both petitioner and counsel absent and no representation. Hence, made set-ex-parte and posted for respondent side evidence on 6-11-2006. Today the petitioner counsel present and endorsed on the vakalat stating that the husband of the petitioner not heard as on today i.e., for 4 years. Hence, the I.D., may be closed by way of not pressing. Again the counsel for the petitioner endorsed on the petition stating that I.D. may be closed as he is not pressing the I.D., for one year.

16. Heard the respondent side. Respondent side, no oral and documentary evidence produced. Heard the arguments on respondent side and posted for orders. Heard the arguments on the respondent side as the petitioner since from the beginning did not turn-up to the court except filing this petition. This is a petition filed by the wife of the deceased L.R.

17. As per the pleadings of the petition, this petition filed by the petitioner the respondent filed counter as follows, wife of Odela Venkateswarlu Ex. Badli Filler of the respondent company, who was dismissed from service vide order dt. 20-3-2001. The petitioner clearly stated that the employee left the house without any intimation after removal from service. There is no proof of regarding his

death and there is no declaration from any competent court declaring Odela Venkateswarlu is dead. In the absence of death certificate or declaration from a competent court the petitioner is not entitled to question the dismissal order passed by the respondent company.

18. As per the petitioner allegations that the husband of the petitioner left home without giving any intimation to his wife. Both the father-in-laws and mother-in-law expelled the petitioner from the house and the petitioner and her daughter are living at their father's house. The petitioner and her husband whereabouts are not known for the last 3 years. This is stated in the year 2005, now even by calculation it comes by 4 years. The petitioner filed this petition as Class-I of Hindu Succession Act. Further the petitioner requested the court to provide her an employment in the company.

19. As per the pleadings the petitioner husband pleaded that, the petitioner husband is an illiterate and he does not know English and his thumb impressions obtained on the enquiry report. Thereby cheated the petitioner's husband. The petitioner's husband termination is totally illegal and arbitrary. Therefore, a fresh enquiry has to be conducted. For this, respondent counsel contended that Odela Venkateswarlu has fully participated in the domestic enquiry and put his signature on the enquiry proceedings in English. He was given fair opportunity to defend his case.

20. On the basis of the evidence available on record, the findings concluded by the enquiry authority and the disciplinary authority accepted the same. The Petitioner wife did not explain what prejudice she has been caused to her. When the petitioner wife did not explain any prejudice in any way on account of conducting enquiry. The findings recorded by the respondent is perfectly legal and valid. The court thinks that the case of the petitioner is not at all real one, substance or that there is a Substantiate possibility of success or that the result will not be different even if natural justice is followed. In the absence of any such violating circumstances, the court is not likely to be interfered with. The Domestic enquiry is conducted is proper, valid and conducted in accordance with the principles of natural justice. Therefore the issues are found in favour of the respondent and against the petitioner.

21. From the respondent counsel argument the following points are raised for determination :

1. Whether the petitioner wife is entitled to file this petition without filing the death certificate of the petitioner and without filing succession certificate that she is the heir of the petitioner.

22. As per the respondents counsels argument in this case the petitioner left the house without any intimation after removal from service. There is no proof regarding his death and there is no declaration from any competent court declaring the petitioner is died. In the absence of that the petition is not maintainable.

23. Further the respondent counsel contended that the petitioner received the charge sheet and submitted his explanation stating that due to ill-health, he did not attend to his duties in the year, 1977. The petitioner Venkateswarlu admitted the charges levelled against him and did not choose to take any assistance of his co-workers. During the enquiry, Venkateswarlu admitted the charges and requested the management to condone his absence and he assured he will not repeat the same in future. Venkateswarlu after receipt of show cause notice submitted his representation requesting the respondent company to excuse him and to take him on duty.

24. The respondent counsel contended that Venkateswarlu is irregular, his services were not regularised. The said Venkateswarlu left the house for family problems and he is still alive. There is no cause of action for the petitioner to file this petition. The alleged cause of action is not maintainable under law. The said Venkateswarlu, terminated after due enquiry for his misconduct, wherein he has fully participated and signed in English. It does not amount to retrenchment. Further the respondent submit that the company is doing the business of winning and selling of coal by employing more than 90,000 persons. It is further submitted that if the employees abstain/abscond from their duties the required production/planned production targetted will not be achieved resulting in huge losses to the respondent company. To avoid this contingency the respondent company incorporated the absenteeism as one of the acts of misconduct which is approved by the Central Government in accordance with the procedure laid down in the Industrial Employment (Standing Orders) Act, 1946. Therefore, the respondent company prays this court to dismiss the petition with exemplary costs in the ends of justice; else the respondent company suffers irreparable loss.

25. The findings and orders of disciplinary authority, it is very well reasoned and detailed order has found the charges proved against the petitioner on the basis of the oral and documentary evidence and the legal position discussed, without any perverse of mind. That the respondent-management established the misconduct beyond doubt against the petitioner and the points are decided against the petitioner and in favour of the respondent. This misconduct of un-authorised absence without prior permission and prior intimation on the part of the petitioner is of serious and grave in nature and warrants the extreme punishment of dismissal from service. When the misconduct has been proved and this court found that the enquiry was fair and proper and the misconduct was proved from the material available on record, I do not find any extention circumstances to interfere with the order of punishment of dismissal from service. In my considered opinion the findings of the respondent in the domestic enquiry does not suffer from any error whatsoever.

26. In this case, the misconduct for which the extreme punishment was imposed on the petitioner, he is

causing loss to the management. It is well established that this court should not use the words punishment being disproportionate to the charges. Once this court finds the gravity of misconduct and he has the past record of service should not be interfered. Without prejudice to the petitioner and the respondent conducting enquiry it found that the un-authorised absence without leave or prior permission without obtaining leave earlierly it shows he is disobedient of the lawful orders of the respondent as fully stated the petitioner committed misconduct within the meaning of Regulations and thereby the respondent has removed the petitioner from service. This court would have no jurisdiction to show any sympathy for such a petitioner who is guilty of un-authorised absence should not be shown any lenient especially when he continues absent himself and for a long period.

27. From the above, the petitioner is not a duty minded and discipline, as he violated to follow the regulations of the company. So the petitioner is undoubtedly committed the irregularities which is a serious in nature. In the circumstances, this court cannot take any lenient view and substitute its opinion for that of the disciplinary authority. The findings of the disciplinary authority given on the question relating to the proportionality of punishment is based upon the evidence and material on record. In the circumstances, I do not find any merits in this petition and the same shall be accordingly stands dismissed.

In the result, the petition is liable to be dismissed and is accordingly dismissed. But in the circumstances, no costs.

Typed to my dictation directly by typist, corrected and pronounced by me in the open court on this, the 8th day of Nov., 2006.

M. SHANMUGAM, Chairman-cum-
Presiding Officer

Appendix of Evidence

Witnesses Examined

For Workman :

-NIL-

For Management :

-NIL-

Exhibits

For Workman :

-NIL-

For Management :

-NIL-

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 188.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डायरेक्टर पी. जी. आई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2 चण्डीगढ़ के पंचाट (संदर्भ संख्या 1259/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2006 को प्राप्त हुआ था।

[सं. एल-42012/56/2005-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th December, 2006

S.O. 188.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1259/2006) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of PGI, and their workmen, received by the Central Government on 27-12-2006.

[No. L-42012/56/2005-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Presiding Officer : Shri Kuldip Singh

Case I.D. No.1259/2006

Registered on 14-3-2006

Date of Decision 28-11-2006.

Mahesh Kumar S/o Shri Ram Bharose, C/o Shri Ram Din, Civil Division No.1, PGI, Chandigarh.

—Petitioner

Versus

The Director, PGI, Chandigarh

—Respondent

APPEARANCE

For the Workman : NEMO

For the Management : Mr. Kuldip Kumar Sharma
Legal Assistant, PGI

AWARD

The workman is not present. Management appears through representative.

It may be noted here that this reference was received on 14th March, 2006. On a notice issued, the parties appeared on 5th June, 2006, and since then the workman sought time to file the Claim Petition. It is the conduct of the workman that on one day he appears and on the next date he is absent. He has been given four dates to file the Claim Petition. So as to ensure his presence, a notice under R/C was also issued to him for his appearance on 4th

October, 2006. He appeared on the date fixed and on the date next to that but today again he is absent.

It is also worth note here that the copy of the reference in this case was endorsed by the Ministry of Labour and Employment to Mahesh Kumar S/o Ram Bharose C/o Ram Din Civil Division No.1, PGI, Chandigarh whereas the dispute which has been referred for adjudication pertains to one Sanjay Kumar, Ward Servant. In the reference there is no address of this Sanjay Kumar nor it is shown as to what is his relationship with Mahesh Kumar, who has been appearing in the case off and on. The Management has placed on record photo copies of the award passed by CGIT-cum-Labour Court-I in ID No. 277 of 2004 and stated that the case of Mahesh Kumar was under the consideration of that Tribunal which has already been dismissed. On record there is neither the claim petition filed by Shri Mahesh Kumar nor any evidence produced by him to prove that the Management had acted illegally by terminating the services of Shri Sanjay Kumar, Ward Servant. In the circumstances the reference cannot be answered effectively so long the proper party from the side of the workman appears and states the case of the workman. It seems there has come some clerical mistake while drafting the reference. Whatever may be the case, the correction has to be done by the Labour Ministry, therefore, the reference is returned to them for necessary action. The file be consigned to records after due completion.

KULDIP SINGH, Persiding Officer

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 189.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सुपर बाजार को आपरेटीव स्टोर लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 39/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2006 को प्राप्त हुआ था।

[सं. एल-42012/133/2002-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th December, 2006

S.O. 189.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 39/2003) of the Central Government Industrial Tribunal-cum-Labour Court, No. II, New Delhi as shown in the Annexure in the Industrial Dispute between the management of Super Bazar The Co-operative Store Ltd., and their workmen, received by the Central Government on 27-12-2006.

[No. L-42012/133/2002-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER : CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II, NEW DELHI

Presiding Officer : R.N.RAI.

I.D. No. 39/2003

In the matter of :

Shri Pat Ram,
R/o. D-467, Shakur Pur,
J. J. Colony,
Delhi -110 034.

Versus

The Managing Director,
Super Bazar, the Co-operative Store Ltd.,
Cannought Place,
New Delhi -110 001.

AWARD

The Ministry of Labour by its letter No. L-42012/133/
2002-IR (CM-II) Central Government dt. 05-03-2003 has
referred the following point for adjudication.

The point runs as hereunder :—

"Whether the action of the Managing Director, Super
Bazar, The Co-operative Store Limited, Cannought
Place, New Delhi in dismissing the services of Shri
Pat Ram, Helper from services w.e.f. 24-03-2001 and
also ordering to recover an amount of Rs. 22182.01
from his dues is legal and justified ? If not, to what
relief he is entitled to?"

The workman applicant has filed statement of claim.
In his claim statement it has been stated that he was
illegally dismissed on 24-03-2001 and the management
ordered for recovery of Rs. 22182.01. This act of the
management is illegal.

The workman applicant has been charged for
shortage of stock from 26-06-1993 to 27-02-1994. The
workman has not been entrusted with any stock during
this period. The workman has not been entrusted with any
stock, so if stock has been found short he should not be
held liable for the same.

That there is provision for recovery of short stock
from the concerned employee. The value of short of stock
is being recovered from him without holding any proper
inquiry. He cannot be held liable for the stock which was
not received by him. The entire proceedings regarding
shortage of stock against him is illegal and invalid. The
workman has been employed in Super Bazar at the post of
Helper from September, 1984 and he has been discharging
his duties honestly and sincerely. The dismissal of his
services vide order dated 24-03-2001 is absolutely illegal
and unjustified.

The respondent/management has filed written
statement. In the written statement it has been stated that
the claim petition has been filed by one Surya Narayan
Shukla on behalf of the workman namely Shri Pat Ram
who has been dismissed from the services of the
respondent/management w.e.f. 24-03-2001. Shri Surya
Narayan Shukla has no *locus standi* for filing of the present

petition on behalf of the workman. The claim petition has
neither been signed by the workman nor is supported by a
letter of authority in the prescribed Form - F as required
by the Industrial Disputes (Central) Rules, 1957. The
claim petition is therefore, not maintainable and is liable
for rejection on this ground alone.

That the dispute raised before this Hon'ble Court is
not properly espoused by any union representing the
employees of the management. The claim petition is not
maintainable and therefore, needs to be rejected.

That the management establishment is already
closed and wound up and is under liquidation for which
liquidator has already been appointed. Since the
management is already closed and there is no post available
for which the claimant can be appointed as such the relief
as prayed by the workman cannot be in any case granted
against the management and in favour of the workman.
The claim filed by the workman is liable to be rejected on
this ground alone.

The claim is not maintainable in view of the
provisions of Multi State Co-operative Societies Act as
the management is already under liquidation. The claim
is liable to be rejected on this ground alone.

That even otherwise, the workman is not entitled to
any relief whatsoever as claimed in the claim petition
under reply. The workman has been dismissed from the
services in accordance with law and after complying with
all the procedures of natural justices. It is submitted that
the workman was charge sheeted under major penalty vide
charge sheet No. Vig.11/SB/94/84/474 dated 25-11-1994
along with another employee namely Shri Prem Singh,
Jr. SA. As per the charge sheet dated 25-11-1994 both the
above employees while functioning in PNB Special Mobile
No. 8150 during the period from 26-06-1993 to 17-02-1994
were responsible for heavy stock shortages to the tune of
Rs. 45,625.75. After allowing the permissible shortage, the
recoverable shortage comes to Rs. 45,295.55.

An inquiry was conducted against the two employees
including the workman by Shri M.L. Gulati who was
appointed Inquiry Officer by the disciplinary authority vide
his order dated 26-04-1995. The workman participated in
the said inquiry and was given sufficient opportunity to
rebut the charges. The workman was supplied with all the
material/documents on the basis of which inquiry was
proposed to be conducted. Further opportunity was given
to the workman to cross-examine the management witness
as well as to adduce evidence in defence. The Inquiry
Officer concluded the inquiry and submitted his report
dated 18-12-2000 to the disciplinary authority, holding the
charged officials including the workman guilty of causing
stock shortages due to their negligence.

The report of the inquiry was forwarded to the
workman who was also given an opportunity of making
written/oral submission. The workman made a written as
well as oral submissions before the disciplinary authority
on 14-03-2001 and in his written submissions the workman
has offered to deposit 60% of the shortages against him
immediately and requested that remaining 40% may be
recovered from his salary.

The disciplinary authority after going through the record of the inquiry, the submissions made by the charged officials as well as the admission of guilt made by the charged official vide his order dated 17-03-2001 imposed punishment of dismissal upon the workman along with direction that the remaining 40% of shortages be recovered from his dues. The conduct of the workman was found to be against the service and conduct rules of the respondent management and also for the loss of confidence in the workman, the punishment of dismissal was imposed upon him. The order of dismissal therefore, is legally valid and in conformity with the principles of natural justice. The appeal filed by the workman against the order of the dismissal dated 17-03-2001 has also been rejected by the appellate authority vide his order dated 26-06-2001.

That the management relies upon the inquiry record and reiterates that the findings of the Inquiry Officer are correct and legal.

That the contents of the claim are not denied so far as existence of order dated 27-05-2000 is concerned however, it is submitted that the service and conduct rules of the respondent management make it clear that the employees posted in the selling areas are responsible jointly and severally for the stock shortages. The respondent management has also issued various orders and guidelines in respect of the joint responsibility of the employees working in selling areas. The orders/guidelines issued are part of the service condition of the respondent management and therefore, binding upon them. The respondent management is within its rights to take disciplinary action against the claimant and also recover the amount as heavy stock shortages beyond the permissible limit from him being responsible for the same.

The performance of the claimant has been poor during his employment with the respondent management. No authority letter as alleged has been supplied to the respondent management; otherwise also no such authorization can be made in favour of the person who has signed the claim. The claim cannot be signed by any person other than the claimant as such the claim is liable to be rejected on this ground itself.

That the inquiry held against the claimant is fair and legal however in case this Hon'ble Court vitiates the inquiry for any reasons whatsoever, in that case the respondent management seeks leave to prove the charges before this Hon'ble Court.

That the contents of the prayer clause are factually incorrect and legally untenable and are liable to be rejected.

The workman applicant has filed rejoinder. In his rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement.

It transpires from perusal of the order sheet that the case was posted for argument on the preliminary issue for fairness of the inquiry.

On 29-08-2006 the parties were directed to enter into evidence. So 02-11-2006 was fixed for cross of the

workman. The management was permitted to adduce evidence on the point of legality and fairness of the inquiry.

It further transpires from perusal of the order sheet that the workman filed affidavit on 18-04-2005 and the case was fixed on 21-06-2005 for cross of the workman applicant. The management has sought several adjournments. The management has not adduced any evidence. The workman applicant has not been cross examined.

Heard argument from the side of the workman applicant. The management was subsequently present on that day. 7 days time was allowed for advancing argument on 28-11-2006 but the management did not turn up on 05-12-2006. So the case was reserved for award.

The case of the workman is that he was illegally dismissed on 24-03-2001 and the management ordered for recovery of Rs. 22182. The workman has been charged for shortage of stock from 26-06-1993 to 27-02-1994.

It was submitted that no stock was entrusted with the workman. The workman has not received any stock from any employee. The Mobile Van Incharge, Shri Prem Singh has received the entire stock.

It was further submitted that the inquiry proceedings against the workman for shortage of stock are illegal and invalid. The workman was a Helper. He was employed in Supar Bazar from September, 1984 and he has been discharging his duties honestly and sincerely. Dismissal order is absolutely illegal and unjustified.

The case of the management is that the claim statement has not been filed by the workman. There is no registered power of attorney to the fact that Shri Shyam Narain Shukla will contest on behalf of the workman. There is letter from the workman, B-7 purported to be signed by Shri Pat Ram.

It has been mentioned in the rejoinder that Shri Shyam Narain Shukla has been authorized by the workman to sign the claim and rejoinder under rule 4 of the ID Act, 1957.

It appears from perusal of the reference order that Shri Pat Ram has raised the dispute before the Conciliation Officer and the reference has been sent in the name of Shri Pat Ram. There is no merit in this contention of the management.

It was further submitted from the side of the management that the establishment is under liquidation and it has been admitted in the rejoinder by the authorized co-employee of the claimant that the dispute was raised prior to the process of liquidation and the workman has been dismissed illegally prior to the start of the process of liquidation. So the workman is entitled for reinstatement.

The case of the management is that Shri Prem Singh, Jr. Sales Agent and Shri Pat Ram, Helper worked at PNB RDC Special Mobile No. 8150 during the period from 26-06-1993 to 27-02-1994. A raid was conducted on 17-02-1994 and shortage of the articles amounting to Rs. 45652.75 were found. Heavy loss to the society has

been caused by the negligent act of the Helper as well as the Junior Sales Agent, Shri Prem Singh.

It further transpires from perusal of the inquiry that sufficient opportunities have been given to the chargesheeted employee. He has submitted his defence version also. Thus, principles of natural justice have been observed in the inquiry proceedings. The witnesses have been cross examined by the defence assistant and the CSE, Shri Pat Ram has submitted his written defence. The disciplinary authority has given his findings after considering the report of the inquiry officer and the defence version of the claimant Shri Pat Ram.

The Inquiry Officer has held that surprise stock taking was conducted by the team of officials deputed by the audit department and while stock taking they found shortage of Rs.45652.75. The Inquiry Officer has further held that shortage has been caused definitely by the charged officials of Special Mobile Van due to their negligence and not being vigilant.

It was submitted from the side of the claimant that he was not entrusted of any article, so he cannot be charged for any breach or negligence. Shri Pat Ram was a Helper to the Junior Sales Agent. It was his duty to receive the articles and sell the same in the open market. It cannot be presumed that the Junior Sales Agent, Shri Prem Singh did everything himself. In such circumstances there will be no need of any Helper. The Helper was duty bound to assist to Junior Sales Agent and to report if there was any shortage.

Shri Prem Singh has sent letter dated 03-09-1993 alleging negligent act of the Helper, Shri Pat Ram. He has sent letter dated 30-09-1993 regarding the same facts. The workman has also sent letter dated 21-09-1993, 22-12-1993 and 23-10-1993 alleging misconduct on the part of Shri Prem Singh, Junior Sales Agent. There have been accusations from both the sides.

Charges have been framed against both the employees and the Inquiry Officer has given his findings that there was shortage to the tune of Rs. 45692.75 due to negligent act of the Junior Sales Agent and his Helper the present workman Shri Pat Ram. No deficiency in the inquiry proceedings have been pointed. It was the duty of the Junior Sales Agent to receive articles and to sell them in the open market. Shri Pat Ram the workman assisted the Junior Sales Agent in his duties. It is true that the receipts have been signed by Shri Prem Singh alone but in the facts and circumstances of the case Shri Pat Ram the Helper was a assisting hand. He should have lent his hands to support to the Junior Sales Agent. Shri Prem Singh has sent letters to show that the Helper, Shri Pat Ram was negligent. It appears that Shri Pat Ram and the Driver of the Mobile Van were in collusion and caused disturbance to Shri Prem Singh and the helper Shri Pat Ram did not perform any work. It was his duty to assist. Had he assisted properly there would not have been shortage of the articles as alleged and found correct. There is no proof of direct involvement of the workman applicant.

It was submitted from the side of the management that several guidelines have been issued that the liability of the Helper and Junior Sales Agent will be joint. In the facts and circumstances of the case joint liability is necessary. Jr. Sales Agent is to be assisted by the Helper. So the Helper and the Jr. Sales Agent both are jointly responsible for any loss or shortage.

It was submitted that the workman has agreed to deposit 60% of the shortage allegedly caused by joint negligence. There is provision for recovery of shortage. There is allegation of negligent act only. There is no charge of mis-appropriation. Such a severe punishment of dismissal should not be awarded for charges of negligent act. The order of dismissal is not proportionate to the misconduct of the workman.

It was submitted from the side of the workman that in case there is provision for recovery of shortage of articles, no punishment should be imposed. It is quite obvious that there is shortage of stock by the negligent act of the workman. He has no prerogative to go on acting negligently. The management is entitled to take action for negligent act and to punish the workman. The provision for recovery is with a view to making good the loss caused to the management. There is no merit in the argument of the workman. The management has every right to punish for misconduct.

It is admitted that the establishment is closed and it is under process of liquidation. So there is no question of reinstatement. There is no post existing in view of the closure of the undertaking. In the facts and circumstances of the case the workman is entitled to a compensation of Rs.1,00,000/- (Rs. One Lakh).

The action of the Managing Director, Super Bazar, The Cooperative Store Limited, Connaught Place, New Delhi in dismissing the services of Shri Pat Ram, Helper from services w.e.f. 24-03-2001 and also ordering to recover an amount of Rs. 22,182.01 from his dues is neither legal nor justified. The management is directed to make payment of Rs. 1,00,000/- (Rs. One Lakh) as compensation to the workman applicant within two months from the date of publication of the award.

The reference stands replied thus.

Award is given accordingly.

Date: 20.12.2006.

R. N. RAI, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2006

का.अ. 190.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार शुगर केन ब्रीडिंग इंस्टीट्यूट के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, चंडीगढ़ के पंचाट (संदर्भ संख्या 837/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2006 को प्राप्त हुआ था।

[सं. एल-42012/73/2003-आई आर (सी एम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th December, 2006

S.O. 190.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 837/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of Sugarcane Breeding Institute, and their workman received by the Central Government on 27-12-2006.

[No. L-42012/73/2003-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Presiding Officer : Shri Kuldip Singh

Case No. I. D. No 837/2005.

Registered on 8-9-2005

Date of Decision 5-12-2006.

Moji Ram S/o Shri Atu Ram, Village Dabar ki Kalan,
PO-Kunjpura, District Karnal, Karnal

...Petitioner

Versus

The Head, Sugarcane Breeding Institute, Regional
Centre, Agarsain Marg, Karnal

...Respondent

APPEARANCE

For the Workman : Mr. Ramesh Kumar AR

For the Management : Mr. Amit Sharma & Others AR

AWARD

The workman is present. Management appears through Counsel. Dr. B.K Sahay Head of the Management is also present.

The workman has stated that since he is working with the management, therefore, he does not want to prosecute his claim against them. His claim may be treated as withdrawn, Statement of the workman has been recorded and placed on record. He has also placed on record his application addressed to the Head of the Management.

Since the workman has withdrawn from prosecuting his claim there remains no claim of the workman against the Management. Even otherwise the workman had only made the statement and has not produced any other evidence.

The appropriate govt. vide their order No.L-42012/73/2003-IR(CM-II) dated 4th March, 2004 has desired to know whether the action of the Management of Sugarcane Breeding Institute in not granting temporary status and also non-regularization of services of Shri Moji Ram S/o Shri Atu Ram w.e.f. 1997, is legal and justified and if not to what relief the workman is entitled to. Since the workman

has withdrawn from prosecution and has not produced evidence to show that the action of the Management was wrong and unjustified, it cannot be said that not granting the temporary status or regularization of services of the workman, was an illegal and unjustified act of the management. The workman therefore has failed to show that in not granting the relief claimed the Management has acted illegally. In view of this the workman is not entitled to any relief. The award is passed against him. Let a copy of this award be sent to the appropriate government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 191.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार श्रम केन वियडमी इनस्वयुट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, चंडीगढ़ के पंचाट (संदर्भ संख्या 840/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2006 को प्राप्त हुआ था।

[सं. एल-42012/67/2003-आई आर(सी एम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th December, 2006

S.O. 191.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 840/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of Sugarcane Breeding Institute and their workmen, received by the Central Government on 27-12-2006.

[No. L-42012/67/2003-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Presiding Officer : Shri Kuldip Singh

Case No. I. D. No 840/2005.

Registered on 8-9-2005

Date of Decision 5-12-2006.

Manoj Kumar S/o. Shri Kiran Chauhan, Village Dabar ki Kalan, Post Office Kunjpura, District Karnal, Karnal

.....Petitioner

Versus

The Head, Sugarcane Breeding Institute, Regional
Centre, Agarsain Marg, Karnal

.....Respondent

APPEARANCE

For the Workman : Mr. Ramesh Kumar, AR
 For the Management : Mr. Raj Kumar Sharma
 & Others, AR

AWARD

The workman is not present. He was not present even on the last date. However his co-worker Moji Ram has placed on record an application claimed to be made by him to the Management and stated that since the workman is working for the management, therefore, he is not interested to prosecute his case against the management. The perusal of the file shows that the workman has not appeared in this Tribunal in person on any date. He has also not produced any evidence in support of his claim. The affidavit filed by him is not proved in accordance with law, therefore, I do not find any evidence on record to support the claim of the workman. The filing of the application shows that the workman is not interested to continue with the prosecution of his case. That is why he has chosen not to appear.

The government of India vide their notification No. L-42012/67/2003-IR(CM-II) dated 4th March, 2004 has desired to know whether the action of the Management of Sugarcane Breeding Institute, in not granting temporary status and also non-regularization of services of Shri Manoj Kumar S/o Shri Kiran Chauhan w.e.f. 1998, is legal and justified, if not, to what relief the workman is entitled. Since the workman has not produced any evidence in support of his claim, it cannot be said that the Management has acted illegally in not granting temporary status and regularization in service to the workman w.e.f. 1998. Thus the workman is not entitled to any relief. The award is passed against him. Let a copy of this award be sent to the appropriate government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 192.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वाटर रेगुलेशन बी.बी.एम.बी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, चंडीगढ़ के पंचाट (संदर्भ संख्या 279/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2006 को प्राप्त हुआ था।

[सं. एल-23012/9/2001-आई आर (सी एम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th December, 2006

S.O. 192.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 279/2005) of the Central Government Industrial Tribunal-

cum-Labour Court, No. 2, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of Water Regulation Division, BBMB, and their workmen, received by the Central Government on 27-12-2006.

[No.L-23012/9/2001-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
 TRIBUNAL-CUM-LABOUR COURT-II,
 CHANDIGARH**

Presiding Officer : Shri Kuldip Singh

Case No. I. D. No 279/2005.

Registered on 19-2-2002

Date of Decision 7-12-2006.

The Secretary Legal, Nangal Bhakra Mazdoor Sangh
 (INTUC) House No. 35-G, Nangal Township, Ropar.

.....Petitioner

Versus

The Director, Water Regulation, BBMB, Sector-18-B,
 Chandigarh

.....Respondent

APPEARANCE

For the Workman : Mr. R. K. Singh Parmar, AR

For the Management : Mr. R. C. Attri, AR

AWARD

The parties are present through their representatives. The representative of the workman has made a statement that for some reasons, he is not interested to prosecute the present petition and reserves his right to raise the claim, made through the present reference, at a later stage. In short, he has withdrawn from the prosecution of this reference.

The Government of India vide their notification No. L-23012/9/2001-IR(C-II) dated 7th April, 2004 referred the following matter for the consideration of this Tribunal :—

“Whether the action of the Chairman, BBMB, Chandigarh and Director Water Regulation BBMB, Sector-19-B, Madhya Marg, Chandigarh, in denying the demand of Nangal Bhakra Mazdoor Sangh (INTUC) to give the same benefit of regularization to S/Shri Romesh Chand, Chageman Special, Surinder Kumar, Beldar, Gopal Singh, Beldar and Jagdish Singh Patyal, Chagemen, GR-II as has already been given to Shri Sanjeev Kumar, A/PRO, is legal and justified? If not, to what relief the affected workmen are entitled?”

After the reference was received, notices thereof were issued to the parties who appeared through their representatives. The workmen filed their Claim Petition and the Management their reply. The parties also place on record photo copies of a number of documents. The management filed the affidavit of Shri Gopal Balwani, their witness, whereas the workmen were given a number of opportunities to file the affidavit of their witness, but they have not filed the same so as to support their statement of claim. By making the present statement the workmen through their representative have withdrawn their claim against the management. Even, otherwise, there is no evidence to prove and support their claim that the action of the Chairman, BBMB, Chandigarh and Director Water Regulation, BBMB, Sector-19-B, Madhya Marg, Chandigarh in denying the demand of Nangal Bhakra Mazdoor Sangh (INTUC) to give the same benefit of regularization to S/Shri Ramesh Chand, Chargemen Special, Surinder Kumar, Beldar, Gopal Singh, Beldar and Jagdish Singh Ratyal, Chargemen, Grade-II as has already been given to Shri Sanjeev Kumar, A/PRO, was legal and unjustified? Since the workmen have failed to substantiate their claim, therefore, they are not entitled to any relief. The reference is answered against them and the award is passed. Let a copy of this award be sent to the appropriate government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 193.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार श्रम केन ब्रीडिंग इंस्टीट्यूट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, चंडीगढ़ के पंचाट (संदर्भ संख्या 838/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2006 को प्राप्त हुआ था।

[सं. एल-42012/71/2003-आई आर(सी एम-II)]
अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th December, 2006

S.O. 193.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 838/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of Sugarcane Breeding Institute, and their workman, received by the Central Government on 27-12-2006.

[No.L-42012/71/2003-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT-II, CHANDIGARH

Presiding Officer : Shri Kuldip Singh

Case No. I. D. No 838/2005.

Registered on 8-09-2005

Date of Decision 5-12-2006.

Sher Singh S/o Shri Nanak Chand, Village Dabar Ki
Kalan, Post Office Kunjpura, District Karnal, Karnal

...Petitioner

Versus

The Head, Sugarcane Breeding Institute, Regional
Centre, Agarsain Marg, Karnal

...Respondent

APPEARANCE

For the Workman : Shri Ramesh Kumar, AR
For the Management : Shri Raj Kumar Sharma
& Others, AR

AWARD

The workman is not present. He was not present even on the last date. However his co-worker Moji Ram has placed on record an application claimed to be made by him to the Management and stated that since the workman is working for the management, therefore, he is not interested to prosecute his case against the management. The perusal of the file shows that the workman has not appeared in this Tribunal in person on any date. He has also not produced any evidence in support of his claim. The affidavit filed by him is not proved in accordance with law, therefore, I do not find any evidence on record to support the claim of the workman. The filing of the application shows that the workman is not interested to continue with the prosecution of his case. That is why, he has chosen not to appear.

The Government of India vide their notification No. L-42012/71/2003-IR(CM-II) dated 4th March, 2004 has desired to know whether the action of the Management of Sugarcane Breeding Institute, in not granting temporary status and also non-regularization of services of Shri Sher Singh S/o Shri Nanak Chand w.e.f. 1997, is legal and justified, if not, to what relief the workman is entitled. Since the workman has not produced any evidence in support of his claim, it cannot be said that the Management has acted illegally in not granting temporary status and regularization in service to the workman w.e.f. 1997. Thus the workman is not entitled to any relief. The award is passed against him. Let a copy of this award be sent to the appropriate government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 194.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार शुगर केन ब्रीडिंग इन्स्टीट्यूट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण न. II चंडीगढ़ के पंचाट (संदर्भ संख्या 839/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2006 को प्राप्त हुआ था।

[सं. एल-42012/69/2003-आई आर (सी एम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th December, 2006

S.O. 194.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 839/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Chandigarh as shown in the Annexure in the industrial dispute between the management of Sugarcane Breeding Institute, and their workmen, received by the Central Government on 27-12-2006.

[No.L-42012/69/2003-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

PRESENT

Shri Kuldip Singh, Presiding Officer

Case No. I.D. No. 839/2k5.

Registered on 8-09-2005

Date of Decision 5-12-2006.

Nar Singh S/o Shri Parvara Singh, Village Dabar Ki Kalan,
PO. Kunjpura, District Karnal, Karnal

...Petitioner

Versus

The Head, Sugarcane Breeding Institute, Regional Centre,
Agarsain Marg, Karnal

...Respondent

APPEARANCE

For the Workman : Mr. Ramesh Kumar,
AR

For the Management : Mr. Amit Sharma & Others
AR

AWARD

The workman is present. Management appears through Counsel. Dr. B. K Sahay Head of the Management is also present.

The workman has stated that since he is working with the management, therefore, he does not want to

prosecute his claim against them. His claim may be treated as withdrawn. Statement of the workman has been recorded and placed on record. He has also placed on record his application addressed to the Head of the Management.

Since the workman has withdrawn from prosecuting his claim, there remains no claim of the workman against the Management. Even otherwise the workman had only made the statement and has not produced any other evidence.

The appropriate govt. vide their order No.L-42012/69/2003-IR (CM-II) dated 4th March, 2004 has desired to know whether the action of the Management of Sugarcane Breeding Institute in not granting temporary status and also non-regularization of services of Shri Nar Singh S/o Shri Parvara Ram w.e.f. 1997 is legal and justified and if not to what relief the workman is entitled to. Since the workman has withdrawn from prosecution and has not produced evidence to show that the action of the Management was wrong and unjustified, it cannot be said that, not granting the temporary status or regularization of services of the workman was an illegal and unjustified act of the management. The workman, therefore, has failed to show that in not granting the relief claimed the Management has acted illegally. In view of this the workman is not entitled to any relief. The award is passed against him. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 195.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रीजनल मैनेजर एफ. सी. आई के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण न. II, चंडीगढ़ के पंचाट (संदर्भ संख्या 438/2k5) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2006 को प्राप्त हुआ था।

[सं. एल-42011/26/1980/डी-II (बी)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th December, 2006

S.O. 195.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 438/2k5) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Chandigarh as shown in the Annexure in the industrial dispute between the employer in relation to the management of FCI and their workman, which was received by the Central Government on 27-12-2006.

[No.L-42011/26/1980/D.II (B)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH

PRESENT

Shri Kuldip Singh, Presiding Officer

Case No. I.D. No. 438/2005.

Registered on 19-8-2005

Date of Decision 21-11-2006.

**The General Secretary, FCI Workers' Union, 58 Diamond
 Harbour Road, Calcutta**

...Petitioner

Versus

**The Senior Regional Manager, FCI Jammu and Kashmir,
 Jammu**

...Respondent

APPEARANCE

For the Workman : Mr. B. R. Vohra,
 AR

For the Management : Shri H. P. Verma,
 AR

AWARD

The following reference was received by this Tribunal from the Govt. of India vide their order No. L-42011(26)/80-D.II(B)/IR(C-II) dated 21st June, 1989:—

“Whether the action of the Management of FCI in terminating the services of 350 food handling workers w.e.f. 10th June, 1978 is justified? If not, to what relief the workmen concerned are entitled?”

The notice of the reference was given to the parties who appeared through their representative. The workmen filed their statement of claim. The management filed the written statement. They also placed on record photo copies of number of documents including that of agreements. The workmen filed the replication. Workmen filed the affidavit of Shri H. P. Singh, their General Secretary dated 18th Nov., 1993 and additional affidavit dated 4th Jan., 1996. They also placed on record the list showing the name of the labourers attached with different Unions. The workmen also placed on record the affidavit of Shri H.K Sharma, their General Secretary. Management filed the affidavit of Shri. F.A Khan, their Regional Manager and that of Rajinder Gupta their Assistant Manager. The workmen produced Shri H.K Sharma as their witness who was cross examined by the management. The management produced Shri F.A Khan and Shri Rajinder Gupta as witnesses in support of their claim.

Stated in brief the claim of the workmen is that the management is a body corporate which had engaged the

workmen numbering 350 for handling the foodgrains in its four depots at Nagrota, Chatha, New Stores and Railway siding, in Jammu Region; that the workmen served the management from the year 1973 and performed the job of loading, unloading and storing the food grains under the direct control of the Management and its officers. They were getting their wages directly from the corporation and thus for all intents and purposes they remained the employees of the corporation; that from 30th Nov., 1976 the corporation introduced the contractor system in their food storage depots, at which time the emergency was prevailing in the company. Thus the service conditions of the said workmen were changed in violation of provisions of the Industrial Disputes Act and made them to work under the contractors. The workmen opposed the change in system seriously. The corporation assured that the contractor system was only for a year and they will be brought back under the direct control of the Corporation. Otherwise also the contractor system was just a camouflage to deprive the workmen of their legal dues besides other benefits. The workmen continued serving the Management under the direct control of the Management even after the expiry of period of so called contractor system. On 29th Nov., 1977, the workmen reminded the corporation to fulfil their assurance, by eliminating the contractor system, but instead of doing that the services of the employees were terminated with effect from 10th June, 1978 without affording them the opportunity of hearing. Thus the act of the Management was illegal, unjust and bad in law. The workmen were also not paid their dues for the period 30th Nov., 1977 to 9th June, 1978. When all efforts of the workmen failed to get justice from the management they raised the dispute against the corporation for their reinstatement w.e.f 10th June, 1978 with full back wages and continuity in service since the year 1973. The workers also filed a civil writ petition in the High Court of Delhi which was accepted and the order of the Central Govt. declining the referring of the dispute for adjudication was set aside. Thereupon the Central Govt. reconsidered the matter and referred the same for adjudication of this Tribunal; that in terms of Section 9 of the Industrial Dispute Act, the service conditions of the workmen could not be changed; that the order of the termination of the workmen is bad in law and not binding on them. Therefore, they are entitled to reinstatement in service with full back wages, continuity in service. The workmen have attached the list of the workmen along with their claim petition.

The Management filed the Written Statement and raised a number of preliminary objections to the maintainability of the claim petition. It is stated by them that the work of the Management was seasonal and not regular, therefore, all the workmen could not be engaged continuously during whole of the year. The workmen have been failed to specify the days on which all or any of them was engaged by the Management. That having not been done

the reference is bad; that the workmen have not given their latest addresses nor shown whether they are alive or not. Moreover they have raised the dispute after a period of 18 years that too filing the writ petition, therefore, the reference is bad for laches. It is also their case that as per the record of the payments, made to the contractors, it shows that the work executed by the Contractors was not of that amount as to be done by 350 workmen. For that reason also the reference is bad. Lastly they have claimed that the Management is a corporation highly subsidized by the Central Govt. and if the claim of the workmen is accepted it will increase the burden Govt. on the State and for that reason also the reference should not be accepted.

On merit it is their submission that the work of storage, transportation and protection of food grains in the stores of Management at Nagrota, Chatha, New Stores and railway siding in Jammu Region was being done by Contract Labour system and the workmen were never engaged by the Management; that the workmen might have been engaged by the Contractors. They have, however, not produced any proof to show that they were ever engaged by the Management. They were not paid any wages by the Management, which fact gets certified from the statement of accounts dated 8th Dec., 1976, placed on record. These statements show the payments having been made to Prabu Dayal, Baldev Raj and Fateh Din Contractors. According to them the Management is engaged in the distribution of foodgrains. They procure the food grains from surplus States and supply to the deficient states under the directions of Govt. of India. Since the Foodgrains were generally received and dispatched through Railways, therefore, for handling the foodgrains, the labour was required. However, the work was of seasonal and intermittent nature. For that, different amount of labour was engaged from time to time through the contractors. Generally one contractor used to be engaged at one store after inviting the tenders. The payment of charges to the contractors were made on the basis of the work done, on the rates settled with him. The Management therefore, had nothing to do with the labourer engaged in the work and it was the contractors, to whom the Management paid the charges. Denying that the contract system was introduced on 30th Nov., 1976, it is stated by them that right from the day of establishment of the four stores, mentioned above in March, 1973 and the work of loading and unloading was got done through contractors from March, 1973 and that was the practice prevalent when the Management took over the operation of food grains from the Food and Civil supplies of Jammu and Kashmir Govt.

It is further the claim of the Management that on 24th Sep., 1976 fresh tenders were called in which the lowest was that of one Mohd. Sultan, who was awarded the contract. No doubt the contractors changed, but the process remained the same. There was no occasion for the Management to change the service conditions of the workmen or they were given any assurance for the

abolishing the contractor system. The Labour engaged by the contractor never worked under the supervision, direction or control of the Management and the workmen have admitted that they were the employees of the contractor and were working under his supervision and control. Denying that the contractor system has ended on 29th Nov., 1977 it is stated by the Management that Mohd. Sultan continued working as a Contractor for the Management till 30th May, 1978 but his work was not found satisfactory, therefore, ad hoc contractor Rach Paul Singh and Ajaib Singh worked. Thereafter the work was given to cooperative society which acted as contractors. All payments for the period 30th Nov., 1977 to 9th June, 1978 were made to Mohd. Sultan. The said contractor abandoned his assignment whereupon the workmen were approached the Labour Commissioner, J&K Govt. with a complaint. Thereupon the Labour Commissioner directed the payment of wages to the workers by the Management vide his letter no. 671-75 dated 21 st March, 1978. It was in that situation that the Management paid wages to the workmen for the period 1st Dec., 1977 to 13th May, 1978 in presence of the Labour Officer and the amount so paid was deducted from the bills of Mohd. Sultan. The payments for the period from May 14 to June 9, 1978 were made to Rach Paul Singh and Ajaib Singh.

Denying the contents of para 8, 11,12 it is stated by the management that the workmen were never the employees of the Management, therefore, the question of their termination by the management did not arise. There was also no dispute between the Management and the workers and the reference is without any justification. There was also no question of changing their service conditions of the workmen by the Management. The reference made, therefore is without jurisdiction and the same may be rejected.

The workmen produced Shri Hari Kant Sharma as their witness, who proved his affidavit W1 and agreement exhibit W2. In cross examination he admitted that the workmen had worked till 1973 under a contract system, by which the tenders were called and the contract was allotted to the lowest bidder. The contractor used to make payment to the workmen. He, however, claimed that after, 1973 the workmen became the employees of the FCI. He denied that the contract was allotted to one Mohd. Sultan or to Rach Paul Singh, when Mohd. Sultan abandoned the contract or that the contract was allotted to corporative societies. He claimed that the Management had made the payment to the workmen from 29th Nov., 1976 to October, 1977 and that the payment for the period from Nov., 1977 to June, 1978 is yet to be made. He admitted that he has not produced any document to show that the payment of wages was made to the workmen through FCI.

The management produced F. A Khan, Regional Manager as their witness, who proved his affidavit Exhibit M-1 as correct. He also proved the documents Exhibits M-2

to M-13 and stated that he cannot state whether the Management had obtained license under Section 12 of the Contract Labour Act nor he could say whether the contractor had obtained the licence under the said Act. He also could not say whether the contractors had submitted the list of labourers engaged and the rates mentioned in Exhibit M-3. According to him the Co-operative Society had started working from Dec., 1978. He denied that the workmen were the employees of the Management. Another witness of the Management Rajinder Gupta by his statement proved his affidavit MW-2 and stated that he has brought the originals of the documents placed on record and the copies placed on record were correct as per original. The documents are marked as MW-2/1 to MW-2/15. He could not, however, produced the record to show that the Management had obtained registration certificate under Contract Labour Act nor could say whether Fatehdin and other contractors have obtained the licence under the said Act. He said that the rates of the labourers were fixed by the Management as shown in MW 2/14. He further stated that the Management has not dismissed any of the workmen nor they had sought the dismissal of any of the workmen. He also denied that the Management was in actual control of the workmen and the contractors were only smoke screen.

I have gone through the file carefully and have also considered the written arguments submitted by the parties.

On record I do not find any evidence to show that the workmen were engaged by the FCI directly and on such terms and conditions. The workmen admitted through their witness, H. K. Sharma, that till 1973 they had worked under contract system which was introduced, by inviting bidder and the contract used to be allotted to the lowest tenderer whereas the contractor used to make the payments to the workmen. He, however, denied that the contract was allotted to one Mohd. Sultan on 24th Sep., 1976 or it, was allotted to one Rach Paul Singh after Mohd. Sultan had left the assignment in the way. But in their Statement of Claim they admitted that taking the advantage of emergency imposed in the country the Management had introduced so called contractor system in their four storage. Depots and thereby they changed the service condition of the workmen in violation of the provisions of the Industrial Dispute Act. The workers made contradictory claim in para 6 and 7 of their Claim Statement. On the one hand they admitted that the under the shadow of emergency imposed the Management had shifted to contract systems under which they worked. On the other hand they claimed that when the workmen raised the banner against the Management and claimed to fulfill their assurance of taking back the workmen in their employment, the Management terminated their services. How that could be possible? By their own admission the workmen stated that they were made to work under a contractor after the introduction of contractor system during the emergency and if that was so then they were no more working

under the management during 1976 and 1977 and if it was so, then where was the occasion for the Management to terminate their services. It seems that the workmen served under the contractor during 1976-77 and there claim is that the Management had terminated there services when they raised the claim of taking them back in the services of the Management. This plea of the workmen cannot be accepted for the reasons that the workmen were not working directly under the Management on 10th June, 1978, when there services are claimed to be terminated by them. From the pleadings and statements of witnesses of the workmen it is clear that the workmen had worked for the management through contractor till 1973 and from 1976 onward. There is nothing on record to show that in between this period the workmen had worked for the Management directly, under there supervision and control. There is absolutely no evidence to show that they were in the employment of the Management on 10th June, 1978, the day the workmen alleged that the Management had terminated their services.

On record I find Exhibit W-2 proved by H. K. Sharma, the witness of the workmen. According to this document, the contract for supply of labour to the Management was allotted to one Fatehdin and the said contract remained in force from 24th March, 1973 for one year. There are also on record photocopies of agreements Exhibit M-2 to M-13. According to M-13 the Management had paid wages to the workmen on the directions of Labour Commissioner, Jammu. As per the rates admissible to the contractor. This belies the claim of the workmen that the Management had made the payment of wages to them as their employees. How the workmen can overcome the official proceedings undergone by the Labour Commissioner and the directions issued by him to the Management to make the payment. There is, therefore, no truth in the claim of the Management that the Management had paid the wages to them as since they had directly worked under them rather the fact is the Management has made the payment since the employer of the workmen who was a contractor for the Management had not made the payment and therefore, the Management, as a principle employer was made to make the payment to the workmen with a conditions that the same shall be deducted from the bill of the contractor, Mohd. Sultan. Exhibit M-12 gives the details of payments made by the Management to the contractors Fatehdin, Dev Raj, Prabhu Dayal and Jagir Singh, during the years 1972-73 to 1976 to 1977 upto the end of November, 1976. M-4 to M-10 are the orders passed by the Regional Manager, from time to time, by which the contract handling the foodgrains was allotted to Mohd. Sultan and was extended from time to time in his favour. M 2 to M-4 are the agreements by which the contract of handling the foodgrains was allotted to Dev Raj, Fatehdin and Jagir Singh. All these documents read together go to show that right from 1973 till 1978 the Management had engaged the contractors for handling the foodgrains in their depots at Jammu.

The workmen have claimed that it was the management which had directly handled the loading, unloading, transportation and storage of foodgrains in their four stores at Jammu and the engagement of the contractor is a smoke screen created by them. However, they have failed to produce any evidence to support this claim, what to talk of proving the same. I do not agree with the workmen that the agreements would show that the control of the workmen was with the Management. The terms included in the agreements found the contractor to do or not to do what. It was a pre-rogative of the Management since it was they who had to see the proper handling of the food grains and its protection. The conditions imposed do not suggest that it was the Management which was kept in control and supervision of the workers of the contractor, rather these show that the Management wanted their food stuffs properly handled without compromising on any account.

The workmen have tried to make capital out of their claim that since neither the Management nor the so called contractor claimed to be engaged by the Management had obtained licence under Contract Labour Act, therefore, the workmen who if found to be the employees of the contractor became the employees of the Management automatically being the Principal Employer. There is no weight in this claim of the workmen. It has been held by the Hon'ble Supreme Court in the case of Dinanath and others V/s. National Fertilizer Ltd. and others reported as AIR 1992 SC 457(1) that if the principal employer of the contractor did not comply with the provisions of the said Act, the only consequences is their exposure to prosecution. By their lapse in not having the licence will not give the employees the right to become the direct employees of the principle employer. For this reason I do not find any weight in the submission of the workmen and it is rejected.

After going through all the evidence available on record and the discussion made above I am of the opinion that the workmen have failed to show that they were the employees of the Management on 10th June, 1978 and the management violated the provisions of Industrial Disputes Act by disengaging them without following the provisions of the said Act or by changing their service conditions. Since the workmen have failed to show that they were the employees of the Management ; and that their services were terminated by the Management, therefore, they are not entitled to any relief. The reference is answered against them. Let a copy of this award be sent to the appropriate Govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 196.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीपीडब्ल्यूडी

के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण न. 2 नई दिल्ली के पंचाट (संदर्भ संख्या 62/2006 को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2006 को प्राप्त हुआ था।

[सं. एल-42012/133/2005-आई आर (सी एम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th December, 2006

S.O. 196.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 62/2006) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, New Delhi as shown in the Annexure in the industrial dispute between the management of CPWD and their workmen, which was received by the Central Government on 27-12-2006.

[No.L-42012/133/2005-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

Presiding officer : R.N. RAI I.D. No. 62/2006

In the Matter of :

Shri Ghanshyam Singh, Beldar and 11 Ors.,
C/o. All India CPWD (MRM) Karamchhari Sangathan
(Regd.), 4823, Balbir Nagar Extension,
Gali No.13, Shahdra, Delhi.

Versus

The Executive Engineer, K. Mandal,
CPWD, IP. Bhawan, New Delhi.

AWARD

The Ministry of Labour by its letter No.L-42012/133/2005-IR (CM-II) Central Government dt. 25-07-2006 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the demand of All India CPWD (MRM) Karamchhari Sangathan in respect of Shri Ghanshyam Singh and 11 ors. (as per annexure) for regularization in the pay scale of Lab Assistant with effect from the date of employment and payment of difference of arrears is legal and

justified? If yes, to what relief the workmen are entitled to and from which date.”

It transpires from perusal of the order sheet that notice was sent on 21.08.2006 by registered post but the workmen did not turn up on the fixed date 11-10-2006. The management was present on 11-10-2006. On 11-10-2006 last opportunity for filing claim was given and the case was fixed for hearing on 07-12-2006. The management was present. The workmen did not turn up. The case was reserved for award.

Registered notice has been sent even by the Desk Officer for filing claim within 15 days. Claim statement has not been filed till today.

No dispute award is given.

Date: 19-12-2006. R.N. RAI, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 197.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीपीडब्ल्यूडी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण न. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 29/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2006 को प्राप्त हुआ था।

[सं. एल-42012/99/2005-आई आर (सीएम-II)]
अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th December, 2006

S.O. 197.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 29/2006) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, New Delhi as shown in the Annexure in the industrial dispute between the management of CPWD and their workmen, received by the Central Government on 27-12-2006.

[No. L-42012/99/2005-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT-II, NEW DELHI

Presiding officer : R.N. RAI I.D. No. 29/2006

In the Matter of :

Shri Shambhu Kumar, Khalasi,
C/o. All India CPWD (MRM) Karamchari Sangathan
(Regd.), 4823, Balbir Nagar Extension,

Gali No.13, Shahdara,
Delhi - 110032.

Versus

The Executive Engineer, Electric
Division- II,
CPWD, IARI, Pusa,
New Delhi.

AWARD

The Ministry of Labour by its letter No. L-42012/99/2005 IR (CM-II) Central Government dt. 12.6.2006 has referred the following point for adjudication :

The point runs as hereunder:

“Whether the action of the management of CPWD in not regularizing the workman Shri Shambhu Kumar is legal and justified? If not, to what relief the workman is entitled to and from which date.”

It transpires from perusal of the order sheet that notice was sent through registered post to both the parties on 21-06-2006 fixing 22-08-2006. None appeared on 22.08.2006. Notice was sent by registered post. It has not been received back. Ministry has also sent notice to the workman by registered post. The workman did not turn up despite service of notice. He has not filed claim statement.

No dispute award is given.

Date: 18.12.2006. R.N. RAI, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 198.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डिस्ट्रीक मैनेजर एफ.सी.आई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण न. दो, चंडीगढ़ के पंचाट (संदर्भ संख्या 941/2K5) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2006 को प्राप्त हुआ था।

[सं. एल-22012/320/1998-आई आर (सी-II)]
अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th December, 2006

S.O. 198.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 941/2K5) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Chandigarh as shown in the Annexure in the industrial dispute between the management of FCI and their workmen, which was received by the Central Government on 27-12-2006.

[No. L-22012/320/1998-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II CHANDIGARH

Presiding Officer : Shri Kuldip Singh

Case no. I. D. No 941/2K5.

Registered on 14-09-2005

Date of Decision 8-12-2006.

Badan Singh S/o Shri Jagdish Singh,
Village Damada, P/O Kalram,
District Kaithal

Petitioner

Versus

District Manager, FCI,
Sandeep Chadha Complex Pipli Road,
Kurukshetra

Respondent

APPEARANCE

For the Workman : Mr. Sudarshan Goel & Others
Advocate

For the Management : Sandeep Singh

AWARD

The workman is not present. As per record he was appearing through Counsel but on the last date Shri A.K. Batra, Advocate who was appearing as counsel for the workman stated that he has no instructions to appear in this case. It was then directed that a notice shall go to the workman under R/C. The notice to the workman was issued under R/C, Postal Receipt No.3396 dated 20th October, 2006. More than a month has passed but neither the workman is present today nor the R/C carrying the notice has been received back unserved. This shows that the workman has received the notice of the Tribunal, but he is not present, therefore, the case is being decided in his presence.

The Government of India vide their order No. L-22012/320/98-IR(C-II) dated 4th June, 2003 desired to know whether the action of the Management of FCI, Kurukshetra in terminating the services of Shri Krishan Chand, Badan Singh and others was legal and justified and if not, to what relief the workmen are entitled to. The workman filed his claim petition, to which the Management filed the reply duly supported by documents. The workman filed the rejoinder and an application for a direction to the Management to produce the record of the Management. He filed his affidavit and the Management filed the affidavit of Shri

C.P. Sharan as their witness. The workman filed an application for placing on record the copy of the Log Book to which the Management filed the reply. The case was to come up for the evidence of the workman but he has stopped appearing in the case. On record I do not find any evidence to show that the workman was engaged by the Management alongwith other workers and it was the Management which terminated his services illegally. Thus there is no evidence to support the claim of the workman. Therefore, the award is passed against him holding that he is not entitled to any relief. Let a copy of this award be sent to the appropriate Govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 199 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डीस्ट्रीक मैनेजर एफ.सी.आई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण न. 2, चंडीगढ़ के पंचाट (संदर्भ संख्या 946/2k5) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2006 को प्राप्त हुआ था।

[सं. एल-22012/320/1998-आई आर (सी-II)]
अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th December, 2006

S.O. 199 .—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 946/2K5) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workmen, which was received by the Central Government on 27-12-2006.

[No. L-22012/320/1998-IR (C-II)]
AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Presiding Officer : Shri Kuldip Singh

Case No. I. D. No 946/2K5.

Registered on 14-09-2005

Date of Decision 8-12-2006.

Raj Kumar S/o Shri Deva Ram,
Village Patti Afgan,
Gali No. 3, Arjun Nagar,
District Kaithal

...Petitioner

Versus

KULDIP SINGH, Presiding Officer

District Manager, FCI,
Sandeep Chadha
Complex Pipli Road,
Kurukshetra

...Respondent

APPEARANCE

For the Workman : Mr. Sudarshan Goel & Others
Advocate

For the Management : Sandeep Singh

AWARD

The workman is not present. As per record he was appearing through Counsel but on the last date Shri A.K. Batra, Advocate who was appearing as counsel for the workman stated that he has no instruction to appear in this case. It was then directed that a notice shall go to the workman under R/C. The notice to the workman was issued under R/C Postal Receipt No.3398 dated 20th October, 2006. More than a month has passed, but neither the workman is present today nor the R/C carrying the notice has been received back unserved. This shows that the workman has received the notice of the Tribunal, but is not present, therefore, the case is being decided in his presence.

The Govt. of India vide their order No.L-22012/320/98-IR(C-II) dated 4th June 2003 desired to know whether the action of the Management of FCI, Kurukshetra, in 12 terminating the services of Shri Krishan Chand, Raj Kumar and others was legal and justified and if not, to what relief the workmen are entitled to. The workman filed his claim petition, to which the Management filed the reply duly supported by documents. The workman filed the rejoinder and an application for a direction to the Management to produce the record of the Management. He filed his affidavit and the Management filed the affidavit of Shri C.P. Sharan as their witness. The workman filed an application for placing on record the copy of the Log Book to which the Management filed the reply. The case was to come up for the evidence of the workman but he has stopped appearing in the case. On record I do not find any evidence to show that the workman was engaged by the Management alongwith other workers and it was the Management which terminated his services illegally. Thus there is no evidence to support the claim of the workman. Therefore, the award is passed against

him holding that he is not entitled to any relief. Let a copy of this award be sent to the appropriate Government for necessary action and the file be consigned to records after due completion.

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 200.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.पी.डब्ल्यू. डी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, चंडीगढ़ के पंचाट (संदर्भ संख्या 1273/2K6) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2006 को प्राप्त हुआ था।

[सं. एल-42012/131/2005-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th December, 2006

S.O. 200.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1273/2K6) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Chandigarh as shown in the Annexure in the industrial dispute between the management of C.P.W.D. and their workmen, received by the Central Government on 27-12-2006.

[No.L-42012/131/2005-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Presiding Officer : SHRI KULDIP SINGH

Case No. I. D. No 1273/2K6.

Registered on 9-08-2006

Date of Decision 8-12-2006.

The Zonal President All India CPWD (MRM)
Karamchari Sangathan, Sector-7-B,
Chandigarh.

Petitioner

Versus

The Executive Engineer, Chandigarh
Central Elect. Divn. Kendriya, Sadan
Sector-9-A, Chandigarh

Respondent

APPEARANCE

For the Workman : Mr. Raj Kumar
Zoanl President

For the Management : NEMO

AWARD

The parties are not present. In response to the notice issued to the Zonal President. All India CPWD(MRM) Karamchari Sangathan, Sector 17-B, CPWD Stores Building Chandigarh, Shri Raj Kumar, who claimed himself to be Zonal President, appeared and stated on oath that the workman is not interested to prosecute his case. He provided the address of the workman on which the notice under R/C was issued. The R/C carrying the notice has been received back with the report "Unclaimed". From this the court is satisfied that the statement made by Shri Raj Kumar, the Zonal President is correct the court is further satisfied that the workman is not interested to prosecute his case. There is neither statement of claim nor any document or evidence produced to show that the Management had engaged Shri Anil Kumar Khalasi w.e.f. 31st August, 2004 and that their action in terminating the services of said workman was illegal and unjustified. For want of evidence the reference made by the Govt. of India vide their order No. L42012/131/2005 IR(CM-II) dated 31st July, 2006, is answered against the workman and the award is passed. Let a copy of this award be sent to the appropriate Govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 201.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.पी. डब्ल्यू. डी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 60/2k6) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2006 को प्राप्त हुआ था।

[सं. एल-42012/132/2005-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th December, 2006

S.O. 201.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 60/2006 of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, New Delhi as shown in the Annexure in the industrial dispute between the management of

CPWD and their workmen, received by the Central Government on 27-12-2006.

[No. L-42012/132/2005-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE THE PRESIDING OFFICER: CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II, NEW DELHI**

Presiding officer : R.N. RAI I.D. No. 60/2006

In the Matter of :

Shri Dharambir Singh & 7 Ors.,
C/o. All India CPWD (MRM) Karamchari Sangathan
(Regd.), 4823, Balbir Nagar Extension,
Gali No.13, Shahdra,
Delhi.

Versus

The Executive Engineer, R - Division,
CPWD,
Curzon Road Barracks,
New Delhi.

AWARD

The Ministry of Labour by its letter No. L-42012/132/2005-IR (CM-II) Central Government dt. 27-07-2006 has referred the following point for adjudication.

The point runs as hereunder:

"Whether the demand of the All India CPWD (MRM) Karamchari Sangathan in respect of Shri Dharambir Singh and 7 others (as per list enclosed) for regularization in CPWD after completion of their respective 240 days of continuous service is legal and justified? If yes, to what relief these workmen are entitled to and from which date."

It transpires from perusal of the order sheet that the workmen were present on 11-10-2006. They, sought adjournment. 20-11-2006 was given for filing claim statement. Claim was not filed. Again 07-12-2006 was given for filing claim statement but the claim was not filed even on 07-12-2006. The case was reserved for award. Claim has not been filed till date.

No dispute award is given.

Date: 19-12-2006

R.N. RAI, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 202.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डीडीए के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 82/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2006 को प्राप्त हुआ था।

[सं एल-42012/268/2002-आई आर(सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th December, 2006

S.O. 202.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 82/2003) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, New Delhi as shown in the Annexure, in the Industrial Dispute between the management of Delhi Development authority, and their workmen, received by the Central Government on 27-12-2006.

[No. L-42012/268/2002-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL

GOVERNMENT INDUSTRIAL TRIBUNAL-

CUM-LABOUR COURT - II,

NEW DELHI

Presiding Officer : R. N. RAI.

I. D. No. 82/2003

In the Matter of :
Shri Shiv Raj Singh,
S/o. Shri Kali Ram,
Khalasi at Eastern Division -II,
Sub-Division -III, Dilshad Garden,
Delhi - 110095.

Versus

The Secretary,
Delhi Development Authority,
Vikas Sadan, I.N.A. Market,
New Delhi.

AWARD

The Ministry of Labour by its letter No. L-42012/268/2002-IR (CM-II) Central Government dt. 12-5-2003 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the demand of the union that the workman Shri Shiv Raj Singh is entitled to equal pay for equal work for period from 15-1-1983 to 31-8-1989 is justified? If yes, to what relief the workman is entitled to?”

The workman applicant has filed Statement of Claim. In the Statement of Claim it has been stated that the workman Shri Shiv Raj Singh joined into the employment of the Delhi Development Authority w.e.f. 15-1-1983 as a Khalasi. Initially he was posted in Development Division No. VIII, Sub-division No. III, Mandawali site, Fazalpur, Delhi where he worked upto 15-5-1984. From 16-5-1984 to 31-8-1989 he worked in the Eastern Division No. VIII of Sub-division V. On 1-9-1989 he was made Work Charge Khalasi in the regular pay scale and was subsequently posted in Eastern division No. II, Sub-division No. II, Dilshad Garden, Delhi where he is continuously working.

That the workman aforesaid was kept on muster roll during the period from 15-1-1983 to 31-8-1989 and he was paid wages as fixed and revised from time to time under the Minimum Wages Act while his counterparts doing the identical work and the work of the same value but being treated as regular employees, were being paid their salaries in proper pay scale and allowances. The said regular employees were also enjoying other benefits like uniforms, washing allowance, E.L., C.L., Gazetted, Festival and Restricted Holidays, L.T.C. and Medical Leave etc. which were completely denied to the workman aforesaid during the muster roll employment from 15-1-1983 to 31-8-1989.

That the action of the management in denying the workman wages/salary during the muster roll period from 15-1-1983 to 31-8-1989 at par with his regular counterparts on the principles of “Equal Pay for Equal Work” is wholly illegal, bad, unjust and malafide for the following amongst other reasons: —

- (i) That the job against which the workman aforesaid is working from the initial date of his joining into the employment is of regular and permanent nature of job.
- (ii) That the management of the Delhi Development Authority is guilty of unfair labour practice as provided in Section 2 (ra) read with Item No. 10 of the Vth Schedule of the 10 Act, 1947 as they kept the workman aforesaid as muster roll employee for years on end, depriving him of salary, privileges and status of regular employees during the said period.
- (iii) That it is violative of Article 14, 16, 21 and 39 (d) of the Constitution of India. The workman aforesaid was throughout denied salary at par with his regular counterparts despite performing same and similar nature of duties.

- (iv) That the action of the management in denying salary/wages to the workman aforesaid at par with their regular counterparts is contrary to the judgment of the Hon'ble Supreme Court in various cases.
- (v) That the action of the management in employing the aforesaid workman as casual or temporary and to continue him as such for years with the object of depriving him of the status and privileges of permanent workman amount to unfair labour practice as provided in Section 2 (ra) read with Item No.10 of the Vth Schedule of the ID Act, 1947.
- (vi) That it is against the intention of the legislation as contained in Section 4 of the Equal Remuneration Act, 1976.
- (vii) That it is also against the spirit and intention of legislation as contained in Contract Labour (Regulation & Abolition) (Central) Rules, 1971.
- (viii) That as provided in Article 39 (d) read with Article 14 of the Constitution of India, the principle of equal pay for equal work applies to men and women and is concerned with pay, benefits and holidays etc. If, for example, a workman is employed at an establishment in the U.K., the term of her contract of employment will be deemed to include and "Equality Clause" if not already included. This will apply where the workman is engaged on like work with man or on work rated as equivalent to that of a man in the same employment.

The management has filed Written Statement. In the Written Statement it has been stated that there is no industrial dispute between the parties which can be adjudicated upon by the Hon'ble Tribunal.

That the Statement of Claim is vague, frivolous and malafide and there is no material on the basis of which the matter can be adjudicated upon.

That the Statement of Claim is bad in law and the Statement of Claim is not maintainable as the claim is without any cause of action and is liable to be dismissed on this ground only.

That the Statement of Claim has not been signed by the workman himself. That there is no espousal of the workman.

That the services of the workman has not been regularized and there is no question of regularization of the services of the workman from the initial date of employment of the workman with the management. There is no question of equal pay for equal work. The workman is not entitled to any relief and the reference is bad in law and hence not maintainable.

That the workman has already been paid the wages for the period on muster roll as per the minimum wages

fixed by the Delhi Administration from time to time for the daily wagers on muster roll as sub-station attendant which is purely a temporary post. The workman has already been paid wages for the period w.e.f. 16-5-1984 to 18-9-1989.

That the claim of the workman is highly belated and is nothing but an abuse of process of law and is not maintainable and is liable to outright rejection.

That the Statement of Claim filed by the workman is devoid of cause of action and is beyond the period of limitation.

The workman applicant has filed rejoinder. In his rejoinder he has reiterated the averments of his Claim Statement and has denied most of the paras of the Written statement. The management has also denied most of the paras of the Claim Statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the workman applicant that he joined into the employment of DDA w.e.f. 15-1-1983 as Khalasi and initially he was posted in development division No.-VIII, sub-division No.-III, Mandawali Site, Fazalpur, Delhi. He worked here till 15-5-1984. From 16-5-1984 to 31-8-1989 he worked in Eastern Division No.-VIII of sub-division No.V. On 01-9-1989 he was made Work Charge Khalasi in the regular pay scale and was subsequently posted in Eastern Division No.-II, Sub-division No.-III, Dilshad Garden, Delhi where he is working at present.

He was kept on muster roll from 15-1-1983 to 31-8-1989 and he was paid wages as fixed and revised from time to time under the Minimum Wages Act. The management should have treated him equally at par with his regular counterparts on the principle of equal pay for equal work. He has not been paid salary equal to his regular counterparts during his muster roll period. From 15-1-1983 to 31-8-1989 he was working against regular and permanent post.

It was submitted from the side of the management that the workman Shri Shiv Raj Singh joined the employment of DDA w.e.f. 15-1-1983. It is an admitted fact that the workman was on muster roll of the management with effect from 16-5-1984 to 18-9-1989 and the workman had worked with DDIX/ED-8 as per the period of the management. It is also an admitted fact that the workman was employed as casual labour and he was paid wages as fixed by Delhi Administration from time to time and no wages of the workman were retained by the management.

It is further submitted from the side of the management that the principles of equal pay for equal work is not applicable to the workman as the daily wagers cannot be equated with the regular employees in the context that

the Hon'ble Supreme Court has held in the matter of Ghaziabad Development Authority and Others Vs. Shri Vikram Choudhary and Ors, JT 1995 (5) SC 636 and is reproduced as it is:

"Since they (respondents) are temporary daily wages employee so long as there is no regular post available for appointment, the question of making pay on par with the regular employee does not arise but the appellant should necessarily and by implication pay the minimum wages prescribed under the statute if any or the prevailing wages as available in the locality. Hence no unfair trade practice has been followed. The workman was engaged as a daily wages temporary Khalasi and was paid wages of daily khalasi during that period."

It is further submitted from the side of the management that the job, the workman was doing was not of regular and permanent nature. This fact has been admitted by the workman during his cross examination as he was kept on shifting the kind of job and working places which clearly establishes that the claim of the workman is based on the false allegations against the management. The requirement of workman was purely casual and temporary on the running project/work as per the requirement on daily wages basis which clearly established that there is no industrial dispute between the parties which can be adjudicated upon by this Hon'ble Tribunal.

That there is no espousal of the workman. The services of the workman have not been regularized and there is no question of regularization of the services of the workman from the initial date of employment of the workman with the management. There is no question of equal pay for equal work.

It becomes quite obvious from perusal of Para - I of the claim statement that the workman worked in different sub-divisions as muster roll worker from 15-1-1983 to 31-8-1989. He was engaged as muster roll casual labour. Had he been taken against a permanent post he would not have been sent to different divisions in the exigencies of work. The workman was a muster roll casual employee and he was sent to different divisions as per availability of the work. It is also quite clear that the post was created in 1989 and he was given regular status from 01-9-1989 onward.

It was further submitted that the workman has admitted in his cross examination that the management kept on changing the nature of job like helping to Pump Operator, helping hand to Junior Engineer in the work of measurement. He has further admitted that the nature of his job was changed as per the directions of the management. He has also admitted that the same salary has been paid to other additional Khalasis. The other casual Khalasis have not been paid equal to their regular counterparts.

The workman joined as casual labour and he was sent from one division to the other on the availability of work. No post was created by the management and the workman was not engaged against a permanent post. Since there was no engagement against a permanent post hence, no question of equal pay for equal work arises.

It has been held in (2003) 6 SCC 123 that all the daily wagers are not entitled to "equal pay for equal work". It is not easy to apply this principle invariably in every case. It has been held in this case as under: —

"The principle of "equal pay for equal work" is not always easy to apply. There are inherent difficulties in comparing and evaluating the work done by different persons in different organizations, or even in the same organization. It is a concept which requires for its applicability complete and wholesale identity between a group of employees claiming identical pay scales and the other group of employees who have already earned such pay scales. The problem about equal pay cannot always be translated into a mathematical formula".

It has been further held in (2003) 1 SCC 250 that—

"Equal pay for equal work—Applicability of the principle of, held, depends not only on the nature or volume of work but also on the qualitative difference in reliability and responsibilities as well—Even in case of same functions, responsibilities do make a real and substantial difference— It is for the claimant of parity to substantiate a clear-cut basis of equivalence and a resultant hostile discrimination—In absence of requisite substantiating material, High Court erred in granting the NMR workers/daily-wagers/casual workers parity in pay with the regularly employed staff merely on presumption of equality of the nature of work—However, such workers, held, entitled to payment of prescribed minimum wages".

In view of the law cited above the workman does not deserve equal pay of his counterparts during the period of his casual employment from 15-1-1983 to 31-8-1989.

The reference is replied thus: —

The demand of the union that the workman Shri Shiv Raj Singh is entitled to equal pay for equal work for period from 15-1-1983 to 31-8-1989 is not justified. The workman applicant is not entitled to get any relief as prayed for.

Award is given accordingly.

Date : 20-12-2006.

R.N. RAI, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 203.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डिस्ट्रीक मैनेजर एफ.सी.आई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. दो, चंडीगढ़ के

पंचाट (संदर्भ संख्या 725/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2006 को प्राप्त हुआ था।

[सं. एल-42011/46/1987-डी-II(बी)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th December, 2006

S.O. 203.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 725/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. II, Chandigarh as shown in the Annexure, in the Industrial Dispute between the employer in relation to the management of FCI and their workman, which was received by the Central Government on 27-12-2006.

[No.L-42011/46/1987-D.II(B)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II

CHANDIGARH

Presiding Officer : Shri Kuldip Singh

Case No. I. D. No 725/2005.

Registered on 1-09-2005

Date of Decision 27-11-2006.

The General Secretary, All India Trade Union Congress
(Regd.) Chow Dholewal Ludhiana (Punjab)

--Petitioner

Versus

The District Manager, Food Corporation of India,
Ludhiana

--Respondent

APPEARANCES

For the Workman: Shri Sarbjit Khaira
Advocate.

For the Management Mr. Ravi Kant Sharma
Advocate.

AWARD

The Govt. of India vide their order No.L-42011/46/87-D.II.B/D. IV. B/IR (C-II) dated 10th may, 1990 referred the following matter for the consideration of this Tribunal:—

“Whether the action of the Management of FCI represented through the District Manager, FCI of India, Ludhiana, Sr. Regional Manager (Pb. Region) FCI, Chandigarh and the Manager, FCI Jagraon in terminating the services of 51 workmen (List is attached) w.e.f 17th Sep., 1985 is justified? If not, to what relief the workmen concerned are entitled and from what date?”

The notice of the reference was given to the parties who appeared through their representatives and later on through their Counsel. The workmen filed the Claim Petition which was later on amended by them. The Management filed their Written Statement. The workmen also filed the replication and affidavits of some of them, but similar in contents except the dates of their engagement by the Management. They also placed on record the photo copies of documents which were exhibited during the course of their statements. The Management filed the affidavit of Shri R.K Jain, their Branch Manager and also placed on record the documents Exhibited as M-2 to M-5. They also placed on record the affidavit of their District Manager Lakhi Ram. The parties also placed on record the photo copy of writ petition No.4695 of 1999, filed before the Hon'ble High Court of Punjab and Haryana and the copy of judgement of the said Court dated 22nd August, 2002, passed in the said writ petition and other documents.

The claim of the workmen is that they were working as Casual watchmen for the watch and ward of property of the Management, directly as well as through an agent i.e S.D.S private company but their services were terminated on 17th Sep., 1985, in violation of provisions of Section 25-F, G, H and N of the Industrial Dispute Act, 1947, hereinafter to be referred as “Act”. The Management retained the juniors but terminated the services of the seniors and also employed fresh workmen without providing opportunity to the petitioners; that the workmen were getting wages on the rates fixed by the concerned Deputy Commissioner; that the workmen, before their termination, were neither charge sheeted nor any notice of termination was served upon them. Even no inquiry was held against them. That the workmen had been performing satisfactory duty, without having any adverse remark; that the engagement of the workmen was against regular posts in the grade of 210-290; that the workmen had performed continuous duty for the Management for more than 240 days; that the workmen had performed the duties as were performed by regular employees of the Management, therefore, the workmen were entitled for regular scale of 210-290 alongwith benefits of Provident Fund, National and gazetted holidays. The Management, however, designated them as Casual Watchmen and paid the wages as were fixed by the Deputy Commissioner, in violation of the law, laid down by the Hon'ble Supreme Court of India in the case of LLJ/1982(1) 344; that since the job of protecting the stores of the Management was of regular nature, the Management could not post Casual Watchmen on that duty and by not doing so, the Management practiced unfair Labour practice: that the SDS agency was the agent of the Management and not a private company; that the Management was not registered under the Contract Labour (Regulation and Abolition) Act, 1970 till 17th Sep., 1985 nor the SDS was so registered. Thus the workmen were hired through a

contractor having no valid license. They were also paid wages through the contractor. That since the workmen were engaged through the unlicensed contractor, therefore, the workmen became the employees of the Management directly, in terms of the judgements of Madras High Court. In the end the workmen have prayed for declaring their termination by the Management as bad in law in violation of provisions of the Act and the same be set aside. The workmen be also declared and entitled to the back wages.

The Management filed the Written Statement, by which they claimed that the workmen were never employed by the Management nor there was any question to terminate their services; that the workmen were in fact the employees of SDS, Jalandhar. According to them the Management was engaged in the procurement of food grains storing them and then dispatching the same to the deficit state under the directions of Govt. of India. In order to save the food grains, lying in different depots, the Management was engaging Guards to protect the same. The work was seasonal and intermittent in nature, therefore, they used to get the work done through the contractors, popularly known as Security Contractors. It was the contractor who used to engage the Labour for providing security to the food grains. The Management would only notify the requirement of particular number of Security Guards at a particular time which varied from day to day and made the payments to the contractors, who on their part paid the wages to workers.

Denying the claim of the workmen that the Management had retained juniors but terminated the services of the seniors, it is stated by them that since the workmen engaged were the employees of the contractor, therefore, there was no question of the Management to terminate their services. They further denied that the Management had ever paid the wages to the workmen. According to them since the workmen were the employees of the contractor, therefore, neither there was any occasion nor reason for the Management to charge sheet the workmen who in fact were the employees of the contractor. For that reason also the management was answerable to the workmen.

The Management has denied the contents of all other paras of the Claim Petition stating that the workmen had not put in 240 days of service for the Management nor they were entitled to the grades and other benefits claimed to them. The Management was entitled to engage the contractors for the watch and ward of the stocks and in engaging the contractors, the Management did not practice unfair Labour practice nor the SDS, Jalandhar was their agent; that the Management had followed the provisions of Contract (Regulation and Abolition Act); that since some of the workmen were engaged elsewhere, therefore, the reference has become bad and should fail on this base.

The workmen filed the replication and reiterated the facts stated in the Claim Petition. They did not state anything new. However, they have admitted that some of the workmen have been employed somewhere, it is only they who have withdrawn their claim.

It has been noted above that 28 workmen filed the affidavit but when it came to making the statements on oath only Malkiat Singh, Pritam Singh, Visakha Singh, Gurdas Singh came in the witness box. Both the parties, by their statements dated 28th Feb., 1996, stated that the affidavits of other workmen be accepted as their true statements. In a way the management surrendered their right to cross-examine the witnesses of the workmen, who did not come in the witness box whereas the workmen cross examined Shri R.K Jain, the only witness of the Management examined. The four workmen, who appeared as witnesses proved the affidavits filed by them. They also claimed that they had put in 240 days service with the Management which was all along continuous. Visakha Singh denied that he was engaged through a contractor. Gurdas Singh, another workmen admitted that he was not given any appointment letter, but he denied that he was engaged through SDS. He further claimed that he was directly engaged by the Management and was paid by them. He denied that the SDS has deployed him somewhere else after his withdrawal from FCI.

It has already been stated that the affidavits filed by all the workmen are similar except the dates of their beginning the service. The rest of the contents are similar. In their affidavits the workmen have claimed the facts stated in their Claim Petition as true though they admitted to have deleted some facts. In the Claim Petition they admitted in para no. I that the workmen (list attached) were working as Casual watchmen for watch and ward duties directly and through Agent i.e. SDS Private Company at Food Storage Depots Jagaraon, Haryana) This fact they have deleted from their affidavits without explaining the reasons for such withdrawal of the facts. The workmen cannot be allowed to withdraw what they have stated in their Claim Petition without permission or explanation for his withdrawal. By filing statement of claim, the workmen bound themselves of the facts that they were also engaged through SDS Jalandhar, a firm which according to the management is a Security Agency, which engaged the workmen for the watch and ward of FCI stores but workmen have claimed that the said firm was an agent of the FCI.

It is well settled that who so ever makes the claim, can get the relief only when he proves the fact. In this case it is the workmen who have claimed that they were appointed directly by the FCI and not through an agent, known as SDS Jalandhar. They have, however, failed to produce any evidence to show that there was contractual relationship between the management and SDS Jalandhar and what were the terms and conditions of that agreement.

It is they, who were required to prove that they were directly engaged by the management. However they have not placed on record any evidence, like the appointment letters, to show the manner in which the engagement was made, who were the officers who did it, what were the qualifications required for engagement and whether the workmen fulfilled that or not. It is they who had also to prove that there was a public notice, advertisement in the newspaper or announcement by mouth calling the candidates by the FCI or what was the mode, the manner, in which they were engaged by the management. They have utterly failed to prove that.

The workmen have placed on record a photo copy of a letter dated 17th Sep., 1985, written by AM(D) ARDC, Jagaraon addressed to District Manager, FCI Ludhiana. By this letter a request for the services of 30 SDS Security Guards, for the watch and ward of the godowns of the Management at Jagaraon was made since the management at Jagaraon had terminated the services of SDS Security Guards, who were deployed there. This letter in its plain language shows, that it was the SDS Security Agency which was protecting the godowns of FCI Jagaraon and for any reason the Management there disengaged the services of Security Guards, provided in the godowns at Jagaraon, by the SDS Security Agency and, therefore, they requested the District Manager, FCI, Ludhiana to provide 30 SDS Security Guards. This letter further shows that the Management, at Jagaraon, was not satisfied with the SDS Security Guards at Jagaraon, therefore, they disengaged them. Mere using the word termination in the letter does not show that the engagement of the Security Guard was made by the management and it was they who terminated their services. The word termination used has to be read as disengagement and not dismissal since the workmen have failed to show that the Security Guard were appointed by the management and it was they who had terminated their services. From this letter it does not come out that the workmen were the Guards at Jagaraon, whose services got disengaged, therefore this letter instead of helping the workmen supports the claim of the Management. The next letter dated 2nd Jan., 1988, placed on record, as Exhibit W-3, supports the conclusion about the letter referred to earlier as the Assistant Manager, FCI, Ludhiana, explained that it was on the direction of the authorities that the workers of Security Developments Jalandhar were relieved by the Assistant Manager, Ludhiana for further deployment. Thus it shows that the Management did not terminate the services of the workmen rather they had relieved them to report back to their agency and had requested for replacement of those Guards. This letter further shows that the salary of Security Guards were paid through their Branch Manager and there was no relationship for employee and employer between the parties as the workmen themselves have given in writing that there exists no such relationship. The

workmen have also placed on record the photo copies of statements showing the attendance marked for some people, without showing that those persons were none other than the workmen.

There are number of letters placed on record taken by the SNVS to the FCI Manager, Ludhiana showing that there was contractor relationship between the Security agencies, by which the Security Guards were being provided to the Management for deployment in their godowns. From all the evidence available on record it comes out that the workmen were not the employees of the management, but were provided to the Management for protecting the godowns of the management, in Jagaraon by a contract between the SDS Jalandhar and the management. The claim of the workmen that they were directly employed by the Management thus fails.

The next plea of the workmen is that since the Management nor the so called agencies had attained licences under the Contract Labour (Regulation and Abolition) Act therefore, the workmen became the employees. In my opinion this claim of the workmen cannot be accepted. The Hon'ble Supreme Court in the case of Deena Nath V/s. National Fertilizer, reported as AIR 1992 Supreme Court 457(1) have held that the result of non-registration of the Management as contractor which under the Contract Labour Act (Regulation and Abolition Act) will not give the employees the right to become the direct employees of the principle employer. The lapse in obtaining the license can at the best expose the defaulter to prosecution under law. In view of the law so laid by the Apex Court, the claim of the workmen does not hold good. There is not other ground taken by the workmen to claim the relief.

After due consideration of the evidence available on record I am of the opinion that the workmen have failed to show that the Management of FCI through District Manager/Regional Manager and the Manager Jagaraon had terminated the services of the workmen on 17th Sep., 1985; and that their action was illegal and unjustified, therefore, the workmen are not entitled to any relief. The reference is answered in these terms. Let a copy of this award be sent to the appropriate Govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 204.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.पी. इल्यु डी. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2 नई दिल्ली के पंचाट (संदर्भ संख्या 61/2006) की

प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2006 को प्राप्त हुआ था।

[सं. एल-42012/134/2005-आईआर(सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th December, 2006

S.O. 204.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 61/2006) of the Central Government Industrial Tribunal-cum-Labour Court, No. II, New Delhi as shown in the Annexure, in the Industrial Dispute between the management of CPWD, and their workmen, received by the Central Government on 27-12-2006.

[No. L-42012/134/2005-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT - II, NEW DELHI

Presiding Officer : R. N. Rai

I.D. No. 61/2006

In the Matter of :

Shri Pritam Singh,
S/o. Shri Jaswant Singh,
C/o. All India CPWD (MRM) Karamchari Sangathan
Regd.), 4823, Balbir Nagar Extension,
Gali No.13, Shahdra, Delhi.

Versus

The Executive Engineer,
EX-IX; CPWD, East Block,
R.K. Puram, New Delhi.

AWARD

The Ministry of Labour by its letter No. L-42012/134/2005- IR (CM-II) Central Government Dt. 31-7-2006 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the contract awarded by the management of CPWD is sham contract and whether the demand of the union for regularization of Shri Pritam Singh, Lift Operator in CPWD is legal and justified? If yes, to what relief the workman is entitled to and from which date?”

It transpires from perusal of the order sheet that notice was sent on 21-8-2006 by registered post but the workmen did not turn up on the fixed date 11-10-2006. The management was present on 11-10-2006. On 11-10-2006 last opportunity for filing claim was given and the case was fixed for hearing on 7-12-2006. The management was present. The workmen did not turn up. The case was reserved for award.

Registered notice has been sent even by the Desk Officer for filing claim within 15 days. Claim statement has not been filed till today.

No dispute award is given.

Date: 19-12-2006.

R. N. RAI, Presiding Officer

नई दिल्ली, 9 जनवरी, 2007

का.आ. 205.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91 (क) के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम प्रवर्तन से अनुसूची में दर्शाये गये कारखानों/प्रतिष्ठानों में नियुक्त नियमित कर्मचारियों को 30-9-2008 तक की जिसमें यह दिनांक भी सम्मिलित है की अवधि के लिए छूट प्रदान करती है।

2. उपर्युक्त छूट निम्नलिखित शर्तों के अधीन है अर्थात:—

- (1) पूर्वोक्त कारखाना जिसमें कर्मचारी नियोजित है, एक रजिस्टर रखेगा, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदनाम दिखाये जायेंगे,
- (2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करते रहेंगे, जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व संदत्त अंशदानों के आधार पर हकदार हो जाते हैं,
- (3) छूट प्राप्त अवधि के लिए यदि कोई अंशदान पहले ही किए जा चुके हों तो वे वापस नहीं किए जायेंगे,
- (4) उक्त कारखानों/प्रतिष्ठानों का नियोजक, उस अवधि की बाबत जिसके दौरान उस कारखाने पर उक्त अधिनियम प्रवर्तमान था, (जिसे इसमें इसके पश्चात् “उक्त अवधि” कहा गया है) ऐसी विवरणियों ऐसे प्रारूप में और ऐसी विशिष्टियों सहित देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि के लिए अपेक्षित होती थी;
- (5) निगम द्वारा उक्त कर्मचारी राज्य अधिनियम की धारा 45 की उप-धारा (1) के अधीन नियुक्त किया गया कोई निरीक्षक या निगम का इस निमित्त प्राधिकृत कोई अन्य पदधारी निम्नलिखित कार्य करने के लिए अधिकृत होगा :—
 - (i) धारा 44 की उप-धारा (1) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरण की विशिष्टियों को सत्यापित करने के प्रयोजनार्थ, अथवा
 - (ii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथाअपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं, अथवा

(iii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी, नियोजक द्वारा दिये गए उन फायदों को, जिसके फलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं, अथवा

(iv) यह अभिनिश्चित करने के प्रयोजनार्थ कि उस अवधि के दौरान, जब उक्त कारखाने के संबंध में अधिनियम के उपबन्ध प्रवृत्त थे, ऐसे किन्हीं उपबन्धों का अनुपालन किया गया था या नहीं निम्नलिखित कार्य करने के लिए सशक्त होगा;

(अ) प्रधान या आसन्न नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त निरीक्षक या अन्य पदधारी आवश्यक समझता है,

(ब) ऐसे प्रधान या आसन्न नियोजक के अधिभोगाधीन, किसी कारखाने, स्थापना, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संदाय से संबंधित ऐसे लेखा, बहियां और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उसकी परीक्षा करने दें या ऐसी जानकारी दें जिसे वे आवश्यक समझते हैं, या

(ग) प्रधान या आसन्न नियोजक की, उसके अधिकर्ता या सेवक की, या ऐसे किसी व्यक्ति की, जो ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में पाया जाए, या ऐसे किसी व्यक्ति की जिसके बारे में उक्त निरीक्षक या अन्य पदधारी के पास यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना, या

(घ) ऐसे कारखाने, प्रतिष्ठान, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा बही या अन्य दस्तावेज की नकल तैयार करना या उद्धरण लेना।

क्रम सं. प्रतिष्ठान/कारखाना का नाम

1. मै. हिन्दुस्तान एन्टीबायोटिक्स लि., पुणे
2. मै. हिन्दुस्तान जिंक लि., विशाखापत्तनम, उदयपुर, चित्तौड़गढ़ (राजस्थान)
3. मै. जियोडेटिक एण्ड रिसर्च ब्रांच, वर्कशॉप (सी एस एम डब्ल्यू का यान्त्रिकी प्रभाग), सर्वे ऑफ इंडिया, देहरादून
4. मै. सेंट्रल इलेक्ट्रॉनिक्स लि. साहिबाबाद (उत्तर प्रदेश)
5. मै. प्रोसेस-कम-प्रॉडक्ट विकास केन्द्र, मेरठ, उत्तर प्रदेश
6. सेंट्रल सिल्क बोर्ड, बंगलौर की सभी इकाइयां
7. मै. भारत हेवी इलेक्ट्रिकल लि. की सभी इकाइयां
8. मै. मंगलौर रिफाइनरी एण्ड पेट्रो-केमिकल्स लि., मंगलौर

9. मै. सेंट्रल कॉटेज इंडस्ट्रियल कॉर्पोरेशन ऑफ इंडिया लि., दिल्ली
10. मै. मारुति उद्योग लि., गुडगांव
11. मै. टायर कॉर्पोरेशन ऑफ इंडिया लि. कनकीनारा, पश्चिम बंगाल
12. मै. भारत हेवी प्लेट एंड वेजल्स लि., विशाखापत्तनम
13. मै. हिन्दुस्तान इन्सुलेशन इंडस्ट्री लि., उद्योगमंडल, एर्नाकुलम, केरल और दिल्ली
14. मै. आई टी आई लि., बंगलौर एंड आई टी आई लि., पालाक्कड प्लान्ट, केरल
15. मै. भारत पेट्रोलियम कारपोरेशन लि., मुम्बई की सभी इकाइयां (कोच्ची रिफाइनरी, अम्बालामुगल, केरल सहित जिनका विलयन भारत पेट्रोलियम में हो गया है)
16. मै. भारत अर्थ मूवर्स लि., (के जी एफ, बंगलौर और मैसूर)
17. मै. इन्स्ट्रुमेंटेशन लि., कोटा
18. मै. ब्रिटिश इंडिया कारपोरेशन लि., कानपुर वूलन मिल्स ब्रांच, कानपुर
19. मै. पवन हंस हेलीकाप्टर्स लि., नई दिल्ली
20. मै. हिन्दुस्तान एरॉनॉटिक्स लि., लखनऊ और बंगलौर
21. मै. चैन्नई पेट्रोलियम कारपोरेशन लि., चेन्नई
22. मै. नेशनल सीड्स कारपोरेशन लि., नई दिल्ली के सेंट्रल एंड सप्लाय डिवाजन और उनके भटिंडा, जलन्धर, सिकन्दराबाद, करनूल, गुंटुर, नाडियाल और बंगलौर के यूनिट
23. मै. नेशनल फटिलाइजर्स लि. भटिंडा यूनिट
24. मै. तृतीकोरीन पोर्ट ट्रस्ट, तृतीकोरीन के फील्ड वर्कशॉप एंड मैर्राइन वर्कशॉप
25. मै. हिन्दुस्तान न्यूजप्रिन्ट लि., कोटायम, केरल
26. मै. भारत इलेक्ट्रॉनिक्स लि., पंचकुला (हरियाणा), बंगलौर, गाजियाबाद (उत्तर प्रदेश), पुणे, चेन्नई, हैदराबाद और मछलीपट्टनम (ए पी)
27. मै. हिन्दुस्तान लेटेक्स लि. के रजिस्टर्ड/कॉर्पोरेट ऑफिस के पूजाप्पुरा, त्रिवेन्द्रम, पेरूरकाडा फैक्ट्री, पेरूरकाडा, त्रिवेन्द्रम, अक्कूलम फैक्ट्री, अक्कूम, त्रिवेन्द्रम और कनागला फैक्ट्री, बेलगांव (कनागला यूनिट के ठेके पर लिए गए कर्मचारी सहित)
28. मै. मेरीन वर्कशॉप ऑफ सेंट्रल इन्लैंड वाटर ट्रान्सपोर्ट कारपोरेशन लि., कोलकाता (मेरीन वर्कशॉप एण्ड राजाबागान डॉकयार्ड)
29. मै. हिन्दुस्तान ऑर्गेनिक केमिकल्स लि., अम्बालामुगल, केरल
30. मै. नेशनल टेक्सटाइल कारपोरेशन (उत्तर प्रदेश) लि., कानपुर तथा नेशनल टेक्सटाइल कारपोरेशन (तमिलनाडु एवं पांडिचेरी), कोयम्बटूर

31. मै. कोचीन शिपयार्ड लि., कोचीन
32. मै. हिन्दुस्तान शिपयार्ड लि., गांधीग्राम, विशाखापत्तनम
33. मै. इंडियन फार्मर्स फर्टिलाइजर कॉर्पोरेटिव लि. (सभी यूनिटें)
34. मै. फर्टिलाइजर्स एंड केमिकल्स ट्रावनकोर लि. (एफएसीटी), उद्योगमंडल, केरल
35. मै. नालको, विशाखापत्तनम
36. मै. राष्ट्रीय केमिकल्स एंड फर्टिलाइजर्स लि., मुम्बई
37. मै. इंडियन ऑयल कारपोरेशन, (मार्केटिंग डिवीजन) मुम्बई की सभी इकाइयां

[सं. एस-38014/46/2006-एस एस-1]

एस. डी. जेवियर, अवर सचिव

व्याख्यात्मक ज्ञापन :- इस मामले में छूट को भूतलक्षी प्रभाव देना आवश्यक हो गया है क्योंकि छूट के आवेदनों पर कार्यवाही करने में समय लगा था। तथापि, यह प्रमाणित किया जाता है कि छूट को भूतलक्षी प्रभाव देने के किसी भी व्यक्ति के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा।

New Delhi, the 9th January, 2007

S.O. 205.—In exercise of the power conferred by section 88 read with section 91-A of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby exempts the regular employees of factories/establishments specified in the schedule from the operation of the said Act for a period up to and inclusive of the 30th September, 2008.

2. The above exemption is subject to the following conditions namely :

- (1) The aforesaid establishment wherein the employers are employed shall maintain a register showing the name and designations of the exempted employees.
- (2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;
- (3) The contributions for the exempted period, if already paid, shall not be refundable;
- (4) The employer of the said factory/establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;

(5) Any inspector appointed by the Corporation under Sub-Section (1) of Section 45 of the Said ESI Act or other official of the Corporation authorized in this behalf shall, for the purpose of :

- (i) Verifying the particulars contained in any returned, submitted under sub-section (1) of section 44 for the said period; or
- (ii) Ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
- (iii) Ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
- (iv) Ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory to empowered to:
 - (a) require the principal or immediate employer to furnish to him such information as he may consider necessary; or
 - (b) enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or
 - (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee; or

	(d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises,		
Sl.No.	Name of the Establishments/Factory		
1.	M/s. Hindustan Antibiotics Ltd., Pune.	23.	M/s. National Fertilizers Ltd., Bhatinda Unit. .
2.	M/s. Hindustan Zinc Ltd., Visakhapatnam, Udaipur, Chittorgarh, (Rajasthan).	24.	Field Workshop and Marine Workshop of M/s. Tuticorin Port Trust, Tuticorin.
3.	M/s. Geodetic & Research Branch, Workshop (Mech. Div. of CSMW), Survey of India, Dehradun.	25.	M/s. Hindustan Newsprint Ltd., Kottayam, Kerala.
4.	M/s. Central Electronics Ltd., Sahibabad (UP).	26.	M/s. Bharat Electronics Ltd., Panchkula (Haryana), Bangalore, Ghaziabad (UP), Pune, Chennai, Hyderabad and Machuillipatnam, (AP).
5.	M/s. Process-cum-Product Development Centre, Meerut, UP.	27.	Regd./Corporate Office, M/s. Hindustan Latex Ltd., Poojappura, Trivandrum, Peroorkada Factory, Peroorkada, Trivandrum, Akkulam Factory, Akkulam, Trivandrum and Kanagala Factory, Belgaum (including contract employees of Kanagala Unit).
6.	All Units of Central Silk Board, Bangalore.	28.	M/s. Marine Workshop of Central Inland Water Transport Corporation Ltd., Kolkata ((Marine Workshop & Rajabagan Dockyard).
7.	All units of M/s. Bharat Heavy Electricals Ltd.	29.	M/s. Hindustan Organic Chemicals Ltd., Ambalamugal, Kerala.
8.	M/s. Mangalore Refinery & Petro-Chemicals Ltd., Mangalore.	30.	M/s. National Textile Corporation (UP) Ltd., Kanpur & National Textile Corporation, (Tamil Nadu & Pondicherry), Coimbatore.
9.	M/s. Central Cottage Industries Corporation of India Ltd., Delhi.	31.	M/s. Cochin Shipyard Ltd., Cochin
10.	M/s. Maruti Udyog Ltd., Gurgaon.	32.	M/s. Hindustan Shipyard Ltd., Gandhigram, Visakhapatnam.
11.	M/s. Tyre Corporation of India Ltd., Kankinara, West Bengal.	33.	M/s. Indian Farmers Fertilizer Cooperative Ltd (All Units).
12.	M/s. Bharat Heavy Plate and Vessels Ltd., Visakhapatnam.	34.	M/s. Fertilizers & Chemicals Travancore (FACT), Udyogmandal, Kerala.
13.	M/s. Hindustan Insecticides Ltd., Udyogmandal, Ernakulam, Kerala and Delhi.	35.	M/s. NALCO, Visakhapatnam.
14.	M/s. I.T.I. Ltd., Bangalore & I.T.I. Ltd., Palakkad Plant, Kerala.	36.	M/s. Rashtriya Chemicals and Fertilizers Ltd., Mumbai.
15.	All Units of M/s. Bharat Petroleum Corporation Ltd., Mumbai (including Kochi Refinery, Ambalamugal, Kerala merged with Bharat Petroleum Corporation Ltd.).	37.	All Units of M/s. Indian Oil Corporation, (Marketing Division), Mumbai.
16.	M/s. Bharat Earth Movers Ltd., (KGF, Bangalore and Mysore).		[F.No. S-38014/46/2006-SS-I]
17.	M/s. Instrumentation Ltd., Kota.		S, D. XAVIER, Under Secy.
18.	M/s. British India Corporation Ltd., Cawnpore Woollen Mills Branch, Kanpur.		EXPLANATORY MEMORANDUM :— It has become necessary to give retrospective effect to the exemption in his case as processing of the applications for exemption took time. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of any body adversely.
19.	M/s. Pawan Hans Helicopters Ltd., New Delhi.		शुद्धिपत्र
20.	M/s. Hindustan Aeronautics Ltd., Lucknow & Bangalore.		नई दिल्ली, 9 जनवरी, 2007
21.	M/s. Chennai Petroleum Corporation Ltd., Chennai.		का. आ. 206.—भारत के राजपत्र का. आ. 1190 (अ) दिनांक 27/2/06 में प्रकाशित इस मंत्रालय की अधिसूचना संख्या एस-35012/3/06 एस एस-II के अंत में निम्नलिखित शामिल किया जाए :—
22.	Central Store & Supply Division of M/s. National Seeds Corporation Ltd., New Delhi and its units at Bhatinda, Jalandhar, Secunderabad, Kurnool, Guntur, Nandyal and Bangalore.		पाद टिप्पणी: कर्मचारी भविष्य निधि स्कीम भारत के राजपत्र में एस आर ओ संख्या 1509 दिनांक 2 सितम्बर, 1952 द्वारा प्रकाशित

की गई थी और सा.का. नि. सं. 658 (अ) दिनांक 10 नवम्बर, 2005 द्वारा इसमें अंतिम बार संशोधन किया गया था।

[सं. एस-35012/3/2006-एसएस-II]

एस. डी. जेवियर, अवर सचिव

CORRIGENDUM

New Delhi, the 9th January, 2007

S.O. 206.—In the notification of this Ministry No. S-35012/3/06-SS-II published in the Gazette of India having S.O. No. 1190 (E) dated 27th July, 2006, at the end of the notification the following shall be inserted :

Foot Note : The Employees' Provident Funds scheme was published in the Gazette of India *vide* number S.R.O. 1509, dated the 2nd September 1952 and lastly amended *vide* number G.S.R. 658(E) dated the 10th November 2005.

[No. S-35012/3/2006-SS-II]

S.D. XAVIER, Under Secy.

नई दिल्ली, 10 जनवरी, 2007

का. आ. 207.—जबकि मैसर्स स्पाइस ट्रेडिंग कार्पोरेशन लिमिटेड (इसके पश्चात् प्रतिष्ठान के रूप में उल्लिखित) ने कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (इसके पश्चात् अधिनियम के रूप में उल्लिखित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्र सरकार के विचार में अंशदान की दरों के अंतर्गत उक्त प्रतिष्ठान के भविष्य निधि नियम, उक्त अधिनियम की धारा 6 में विनिर्दिष्ट की तुलना में कर्मचारियों के लिए कम अनुकूल नहीं है और कर्मचारी, उक्त अधिनियम के अंतर्गत अथवा इसी प्रकार के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में कर्मचारी भविष्य निधि स्कीम, 1952 (इसके पश्चात् उक्त स्कीम के रूप में उल्लिखित) के अंतर्गत प्रदान किए जा रहे अन्य भविष्य निधि लाभों का भी फायदा उठा रहे हैं।

3. अतः, अब, केन्द्र सरकार उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और समय-समय पर इस संबंध में केन्द्र सरकार द्वारा उल्लिखित शर्तों के अधीन एतद्वारा उक्त प्रतिष्ठान को उक्त स्कीम के सभी उपबंधों के प्रचालन से 01-08-1988 से अगली अधिसूचना तक छूट प्रदान करती है।

[संख्या एस-35015/09/2006-एसएस-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 10th January, 2007

S.O. 207.—Whereas M/s Spices Trading Corporation Ltd. (hereinafter referred to as the establishment) has applied for exemption under Clause (a) of Sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by Clause (a) of Sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01-08-1988, until further notification.

[No. S-35015/09/2006-SS-II]

S.D. XAVIER, Under Secy.

नई दिल्ली, 11 जनवरी, 2007

का. आ. 208.—केन्द्रीय सरकार संतुष्ट हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उप-खण्ड (vi) के उपबंधों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. आ. 2548 दिनांक 22-06-2006 द्वारा खनिज तेल (कच्चा तेल), मीटर और विमानन स्पिरिट, डीजल तेल, मिट्टी का तेल, ईंधन तेल, विविधा हाईड्रोकार्बन तेल और उनके मिश्रण जिनमें सिंथेटिक तेल और इसी प्रकार के तेल शामिल हैं के निर्माण या उत्पादन में लगे उद्योग में सेवाओं में है, जोकि औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 26 में शामिल है, को उक्त अधिनियम के प्रयोजनों के लिए 16-7-2006 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अतः अब, औद्योगिक विकास अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उप-खण्ड (vi) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 16-1-2007 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[सं. एस-11017/6/97-आई आर (पी एल)]

गुरजोत कौर, संयुक्त सचिव

New Delhi, the 11th January, 2007

S.O. 208.—Whereas the Central Government having been satisfied that the public interest so requires that in pursuance of the provisions of sub-clause (vi) of the clause (n) of Section 2 of the Industrial Disputes Act,

1947 (14 of 1947), declared by the Notification of the Government of India in the Ministry of Labour No. S.O. 2548 dated 22-06-2006 the services in Industry engaged in manufacture or production of mineral oil (crude oil) motor and aviation spirit, diesel oil, kerosene oil, fuel oil, diverse hydrocarbon oils and their blends including synthetic fuels, Lubricating oils and the like which is covered by item 26 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947) to be a public utility service for the purpose of the said Act, for a period of six months from the 16th July 2006.

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months.

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act, for a period of six months from the 16th January 2007.

[No. S-11017/6/97-IR (PL)]

GURJOT KAUR, Jt. Secy.

नई दिल्ली, 11 जनवरी, 2007

का. आ. 209.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 फरवरी, 2007 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले से प्रवृत्त की जा चुकी है] के उपबन्ध हरियाणा के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :-

क्र. सं.	राजस्व ग्राम	हदबस्ता संख्या	जिला
1.	नया बास	33	रोहतक

[सं. एस-38013/01/2007-एस. एस.-1]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 11th January, 2007

S.O. 209.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st February, 2007 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Haryana namely :

S.No.	Revenue Village	Had Bast No.	District
1	Naya Bans	33	Rohtak

[No. S-38013/01/2007-SS-I]

S.D. XAVIER, Under Secy.

नई दिल्ली, 22 दिसम्बर, 2006

का.आ. 210.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन रेयर अर्थ लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, ईर्नाकुलम के पंचाट [संदर्भ संख्या आई डी सं. 89/2006 (आई डी सं. 21/2001)] को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-12-2006 को प्राप्त हुआ था।

[सं. एल-29011/72/2001-आई आर (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 22nd December, 2006

S.O. 210.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award [Ref. No. ID No. 89/2006 (I.D. No. 21/2001)] of the Central Government Industrial Tribunal/Labour Court, Ernakulam now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Rare Earth Ltd. and their workmen, which was received by the Central Government on 22-12-2006.

[No. L-29011/72/2001-IR(M)]

N. S. BORA, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

PRESENT

Shri P.L. Norbert, B.A., LL.B., Presiding Officer

(Wednesday the 13th day of December, 2006 /22nd
Agrahayana, 1928)

I.D. 89/2006

(I.D.21/2001 of Labour Court, Ernakulam)

Workman/Union:

The General Secretary
IRE Employees Sangh
Udyogamandal
Kerala-683 501.

Adv. Shri Madhusoodan

Management:

The Chief
RE Division
Indian Rare Earth Ltd.
Udyogamandal
Kerala-683 501.

Adv. M/s Menon & Pai.

AWARD

This is a reference made by Central Government under Section 10 (1) (d) of Industrial Disputes Act, 1947 to this court for adjudication. The reference is :

"Whether the action of the management of IRE Ltd. in imposing the punishment of stoppage of two increments on Shri M.J. Mathai justified? If not, to what relief the workman is entitled?"

2. When the matter came up for consideration the learned counsel for the union reported that he had no instructions from the union. A letter sent by the union was also shown. The letter reveals that the aggrieved worker, Shri M. J. Mathai does not want to proceed with the case as he is not interested in pursuing the dispute further. In view of this submission it has to be presumed that there is no existing dispute.

3. In the result, an award is passed finding that the action of the management in imposing punishment of stoppage of two increments on Shri M.J. Mathai is legal and justified. The worker is not entitled to any relief. No cost.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 13th day of December, 2006.

P. L. NORBERT, Presiding Officer
APPENDIX : NIL

नई दिल्ली, 12 जनवरी, 2007

का. आ. 211.—जबकि मैसर्स बोंगाई गांव रिफाइनरी एवं मिक्ल्स लिमिटेड, बोंगाई गांव, जिला चिरांग, असम (इसके प्रतिष्ठान के रूप में उल्लिखित) ने कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (इसके पश्चात् अधिनियम के रूप में उल्लिखित) की धारा 17 की उप धारा-(1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्र सरकार के विचार में अंशदान की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम, उक्त अधिनियम की धारा 6 में विनिर्दिष्ट की तुलना में कर्मचारियों के लिए कम अनुकूल नहीं है और कर्मचारी, उक्त अधिनियम के अंतर्गत अथवा इसी प्रकार के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में कर्मचारी भविष्य

निधि स्कीम, 1952 (इसके पश्चात् स्कीम के रूप में उल्लिखित) के अंतर्गत प्रदान किए जा रहे अन्य भविष्य निधि लाभों का भी फायदा उठा रहे हैं।

3. अतः, अब, केन्द्र सरकार उक्त अधिनियम, की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और समय-समय पर इस संबंध में विनिर्दिष्ट शर्तों के अध्वधीन एतद्वारा उक्त प्रतिष्ठान को उक्त स्कीम के सभी उपबंधों के प्रचालन से 2-2-1976 से अगली अधिसूचना तक छूट प्रदान करती है।

[सं. एस-35015/13/2006-एसएस-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 12th January, 2007

S.O. 211.—Whereas M/s. Bongaigaon Refinery & Petrochemicals Limited, Bongaigaon, Distt, Chirang, Assam (hereinafter referred to as the establishment) has applied for exemption under Clause (a) of Sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by Clause (a) of Sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 2-2-1976, until further notification.

[No. S-35015/13/2006-SS-II]
S. D. XAVIER, Under Secy.